



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

AGENDA - CITY COUNCIL MEETING

July 16, 2013

6:30 p.m.

- 1. CALL TO ORDER.**
- 2. PLEDGE OF ALLEGIANCE** - Invocation by Kimberly Jaquish, 2nd Ward City Councilmember.
- 3. ROLL CALL.**
- 4. ADOPTION OF AGENDA.**
- 5. PRESENTATIONS/PROCLAMATIONS.**
- 6. CITIZEN COMMENTS - AGENDA ITEMS (3-Minute Limit).**
- 7. PETITIONS & COMMUNICATION:**
 - A. Letter of Appreciation:**
Receive a letter from Jean Blodgett thanking Troy White, City Engineer's Office, for a job well done.
- 8. CONSENT CALENDAR.**
 - A. Minutes of the Regular Meeting on June 25, 2013:**
Approve the minutes of the regular City Council meeting of June 25, 2013.
 - B. Civil Service Commission Reappointment:**
Approve the Mayor's recommendation to reappoint Teresa T. Delph to the Civil Service Commission for a three-year term beginning September 1, 2013, and ending August 31, 2016.
 - C. Jackson District Library Board Appointment:**
Approve the Mayor's recommendation to appoint David Zuleski to the Jackson District Library Board of Trustees for a four-year term beginning August 24, 2013, and ending August 23, 2017.

- D. Traffic Control Order No. 2158 - Harwood Street Traffic Calming:**
Approve Traffic Control Order No. 2158 for installation of a stop sign at Harwood Street and Third Street for traffic calming.
- E. Eastside Reunion:**
Approve the request from Louvenia Shack-Seals to conduct their biennial Eastside Reunion celebration in Rotary Park on Saturday, August 10, 2013, from 10:00 a.m. – dusk. (A Hold Harmless Agreement has been submitted in lieu of insurance.)
- F. Speaking with Spirits Cemetery Walk:**
Approve the request from Ella Sharp Museum Association of Jackson to conduct their 2nd annual Speaking with Spirits Cemetery Walk in Mount Evergreen Cemetery on Saturday, August 3, 2013, from 2:45 p.m. – 6:00 p.m. (contingent upon receipt of proper insurance).
- G. Jackson Housing Commission - Employee Compensation:**
Concur with the Interim Executive Director's recommendation to establish a Merit Compensation Schedule for all officers and employees of the Jackson Housing Commission, and also to concur with the recommendation to approve an annual compensation rate of \$44,286.17, Step 7, for the Section 8 Program Director, Shari Boyce, retroactive to February 6, 2013.

9. PUBLIC HEARINGS.

- A. Great Lakes Metal Finishing, LLC - IFEC:**
Public hearing regarding the application filed by Great Lakes Metal Finishing, LLC, for an Industrial Facilities Tax Exemption Certificate.
1. Consideration of a resolution approving an application for an Industrial Facilities Tax Exemption Certificate (IFTEC) for Great Lakes Metal Finishing, LLC.

10. OTHER BUSINESS.

- A. Ordinance - Fireworks (Second/Final Reading):**
Final adoption of Ordinance No. 2013.15, to repeal existing Chapter 18, Article VII, Section 18-183, City Code ("Fireworks"), and to adopt new Sections 18-186 through 18-195 in Chapter 18, Article VII, to provide for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act, MCL 28.451 et seq., as amended.
- B. Ordinance - Otsego Apartments PILOT (Second/Final Reading):**
Final adoption of Ordinance No. 487, to provide for a service charge in lieu of taxes (PILOT) for a proposed multiple-family dwelling project for

elderly persons of low income to be financed or assisted pursuant to provision of the State Housing Development Authority of 1966, as amended.

11. NEW BUSINESS.

A. September 24, 2013, City Council Meeting Date:

Approve the Mayor's recommendation to cancel the September 24, 2013, City Council meeting date at 6:30 p.m., and reschedule for September 17, 2013, 6:30 p.m.

B. Resolution Amending the City's Cafeteria Plan:

Approve a resolution amending the City's Cafeteria (Employee Flexible Benefit) Plan, including a Dependent Care Flexible Spending Account and Health Flexible Spending Account to comply with federal health care reform mandates.

C. Resolution Approving a Letter of Agreement:

Adopt a resolution approving a Letter of Agreement between the Jackson Housing Commission, the U.S. Department of Housing and Urban Development (HUD), and the City of Jackson regarding an employee healthcare plan, and authorization for the Mayor to execute the document.

D. Corrective Resolution - Special Assessment Roll No. 4199:

Approve a Corrective Resolution for Special Assessment Roll No. 4199 for Delinquent Miscellaneous Public Works Receivables, confirmed at the March 22, 2011, City Council meeting.

E. Corrective Resolution - Special Assessment Roll No. 4226:

Approve a Corrective Resolution for Special Assessment Roll No. 4226 for Delinquent Miscellaneous Housing Code Enforcement Fund Receivables, confirmed at the May 28, 2013, City Council meeting.

F. Consumers Energy Standard Streetlighting Contract Changes:

Approve the Resolutions for Changes to Consumers Energy Standard Streetlighting Contract, and authorization for the Mayor and City Treasurer/Clerk to sign the appropriate documents.

G. Ordinance Amendment - Number of Installment Payments For Special Assessments (First Reading):

Consideration of an ordinance amending Chapter 22, Section 22-8(b), City Code, to permit an extended period of time for payment of special assessments for the public health, safety and welfare of the Citizens of the City of Jackson.

- H. Ordinance Amendment - Duties and Authority of the City Manager (First Reading):**
Consideration of an ordinance amending Article I, Section 2-4, Chapter 2, City Code, to grant the City Manager the authority to negotiate and decrease late charges, late fees, interest charges and other monetary penalties for the health, safety and welfare of the Citizens of the City of Jackson.
- I. Ordinance Amendment - Licensing Fees & Regulations of Businesses, Trades and Occupations (First Reading):**
Consideration of an ordinance amending Articles I through XVII, Chapter 16, City Code, to modernize the provisions for regulation of certain businesses, trades and occupations, to adjust or eliminate certain license fees, and to decrease regulations on certain businesses, trades and occupations for health, safety and welfare of the Citizens of the City of Jackson.
- J. Bid Award of 2013 Wesley Street Water Main Replacement:**
Approve the bid award of the 2013 Wesley Street Water Main Replacement Contract to Bailey Excavating, Inc., in the amount of \$136,045.90, to replace water main on Wesley Street between Francis Street and South Cooper Street, and authorization for the Mayor and City Clerk to execute the appropriate document(s), in accordance with the Purchasing Agent.
- K. Renewal of Spent Lime Contract - Water Treatment Plant:**
Approve the second renewal of the contract with Prolime, Washington, Michigan, for spent lime bi-product removal in the amount of \$12.36 per cubic yard for an anticipated total project cost of \$247,200.00, and authorization for the Mayor and City Treasurer/Clerk to execute the appropriate documents.
- L. Purchase of Equipment - Department of Public Works:**
Approve the purchase of one (1) new brush chipper from Morbark, Inc., Winn, in the amount of \$31,424.40, for use by the Department of Public Works.
- M. Purchase of Dump Trucks - Department of Public Works:**
Approve the purchase of two (2) 2012, International dump trucks from Tri County International through the State of Michigan MiDeal contract in the amount of \$157,530.00.
- N. Purchase of Specialty Truck Packages - Department of Public Works:**
Approve the purchase of two (2) 2012 specialty truck packages from Truck & Trailer Specialties through the State of Michigan MiDeal contract in the amount of \$95,278.00.

O. Renewal of Hazardous Materials Assessments for Individual Structures Contract:

Approve the first contract renewal with Red Cedar Consulting, LLC, Lansing, to provide hazardous materials assessments for individual structures on an as-needed basis, in accordance with the contract signed June 25, 2012.

P. Change Order No. 4 - Former Consumers Energy Building Demolition Project:

Approve Change Order No. 4 to the Former Consumers Energy Building Demolition Project Contract between the City and Dore & Associates Contracting Inc., regarding the date of completion of the contract to demolish the former Consumers Energy Building, authorization for the Mayor to sign same, and authorization for the City Attorney to make minor modifications to the documents and to take all other action necessary for the execution of Change Order No. 4 (Staff recommends approval).

Q. Michigan Municipal League Liability and Property Pool Renewal of Insurance Liability Coverage:

Approve the insurance renewal premium with the Michigan Municipal League Liability and Property Pool (MML Pool), in the amount of \$394,336.00 for Fiscal Year 2013-14, and authorization for the Finance Director to pay the Invoices, in accordance with the recommendation of the Interim City Attorney.

12. EXECUTIVE SESSION - to discuss pending litigation.

13. RETURN TO OPEN SESSION.

14. CITIZEN COMMENTS - NON-AGENDA ITEMS (3-Minute Limit).

15. CITY COUNCILMEMBERS' COMMENTS.

16. MANAGER'S COMMENTS.

17. ADJOURNMENT.



Founded July 3, 1829

Andrew J. Wrozek, Jr.
City Treasurer / City Clerk

161 W. Michigan Ave. • Jackson, MI 49201
Treasurer (517) 788-4043 • Income Tax Office (517) 788-4044 • Clerk (517) 788-4025

JACKSON CITY COUNCIL MEETING

MINUTES

June 25, 2013

CALL TO ORDER:

The Jackson City Council met in regular session in City Hall and was called to order at 6:31 p.m. by Mayor Griffin.

PLEDGE OF ALLEGIANCE-INVOCATION:

The Council joined in the pledge of allegiance. The invocation was given by Councilmember Woods.

ROLL CALL:

Present: Mayor Martin J. Griffin, Councilmembers Michelle L. Woods, Kimberly Jaquish, Daniel P. Greer, Laura Dwyer Schlecte, Andrew R. Frounfelker and Derek J. Dobies – 7. Absent: – 0.

Also present: City Manager Patrick Burtch, City Attorney Julius Giglio, City Engineer Jon Dowling, Police Chief Matt Heins, City Assessor David Taylor and City Treasurer/Clerk Andrew J. Wrozek, Jr.

AGENDA:

Motion was made by Councilmember Woods and seconded by Councilmember Frounfelker to approve the agenda as presented. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies – 7. Nays: 0. Absent: 0.

PRESENTATIONS/PROCLAMATIONS

None

CITIZEN COMMENTS - AGENDA ITEMS (3-MINUTE).

Steve Sharpe of Gilletts Lk Rd spoke in opposition of the proposed Medical Marihuana ordinances. He said the City would be violating State law causing more court battles resulting in excessive costs to defend. He suggested bringing the moratorium back because the ordinances will hurt the citizens.

Staci Johnson of 4th St spoke in opposition of the proposed Medical Marihuana ordinances. She said the City doesn't tell people they can only drink or take their pain pills in 20% of their homes, and it isn't right to tell people they can only medicate or grow in 20% of their homes.

Joe Cain of 135 W. Pearl spoke in opposition of the proposed Medical Marihuana ordinances. He said the City is forcing people to reveal who they are by getting a note from someone they don't know. He said it hurts sick people because it keeps taking more from them. These ordinances would conflict with State law.

Susan Sammons of Kennedy St spoke in opposition of the proposed Medical Marihuana ordinances. She said she exchanges marihuana for medications with a current patient. She said she would have to medicate and then drive to a location to transfer because she could no longer transfer in her own area.

Diana Hatt of Draper Rd spoke in opposition of the proposed Medical Marihuana ordinances. She said she would only be allowed to medicate in a small corner of her house and she needs her meds. She said this is not fair.

John Hall of Henrietta St spoke in opposition of the proposed Medical Marihuana ordinances. He said you can't tell people what to do in their own homes. He asked the Council to keep it Democratic. He said it forces people to sell the medications in the streets and alleys where they could be harmed.

Tim Fowler of Springport Rd spoke in opposition of the proposed Medical Marihuana ordinances. He said he is not a city resident, but what the City does always affects the County. He has to medicate as a result of back pain and to sleep. He asked the Council to have a little sense.

Cecilia Barrington of West Bloomfield Twp spoke in opposition of the proposed Medical Marihuana ordinances. She said she had a serious accident with an extensive surgery. She now uses marihuana to ease the constant pain she is in. She drives to Jackson to get medicated by the Jackson County Compassion Club. She is able to take various prescription meds that cause her to be ill and therefore a physician recommended she use marihuana. She travels here because she isn't treated like a criminal.

Robert Tulloch of Munith, MI spoke regarding the petitions to repeal the rental registry. He urged the Council to postpone action on it tonight. He asked them to form a committee and meet with landlords or other interested stakeholders to resolve some of the issues regarding costs and the frequency of inspections. He also spoke in

opposition of the use of Medical Marihuana. He said that he has medical conditions that cause constant pain, but he would never use medical marihuana because he needs to drive around and do a lot of stuff. He said when he was in college he smoked lots of dope, so he knows how it can screw you up. He said it distorts your perspective and he said he would feel much safer drinking a beer and driving than smoking a joint.

Brenda Lutz the Director of the Jackson County Compassion Club spoke in opposition and had several questions relating to the Medical Marihuana ordinances. She wanted to know of the 20% of the dwelling that marihuana can be used, where is that in the house? Where do the edible marihuana products have to be kept? Can you grow in commercial properties? She stated patients would not be able to transfer plants. She said some parts of the ordinances are very confusing.

Vivian Curl of Dalt Rd in Michigan Center (President of Citizens for Human Rights) spoke in opposition of the Medical Marihuana ordinances. She told the Council that they were elected to their positions to protect people. She said the Medical Marihuana Law was voted in and she asked the Council to respect her freedom.

Roger Maufort the Director of the Jackson County Compassion Club spoke in opposition of the Medical Marihuana ordinances. He said these ordinances have the potential to affect thousands of residents. He said that because various parts of the ordinances are misleading and confusing and therefore he asked Council to vote "no". He stated that the City could be guilty of a misdemeanor by requiring patients to disclose who they are. He said forcing patients to disclose medical issues violates HIPAA laws.

CONSENT CALENDAR:

Councilmember Frounfelker requested item 7D be pulled for separate consideration. Councilmember Frounfelker then made a motion to approve the consent calendar as amended. Mayor Griffin seconded the motion. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

Consent Calendar

- A. MINUTES OF THE REGULAR MEETING ON JUNE 11, 2013:**
Approve the minutes of the regular City Council meeting of June 11, 2013.

- B. OUTDOOR OUTREACH MINISTRIES:**
Approve the request from the Faith Temple Ministries to conduct their Outdoor Outreach Ministries at the CMS Energy Amphitheatre on Saturday, July 13, 2013, from 10:00 a.m. – 5:00 p.m. (proper insurance has been received).

- C. PARKING LOT RODEO/PRACTICE:**
Approve the request from Gold Wing Road Riders Association to conduct their Parking Lot Rodeo/Practice in the parking lot behind Wendy's Corporate Headquarters on Saturday, July 20, 2013, from 9:30 a.m. - 6:00 p.m. (proper insurance has been received).
- D. *Removed for separate consideration.***
- E. VICTORY LANE OUTDOOR EVENTS:**
Approve the request from Darlin, LLC (One-Five-One) to conduct their outdoor events in Victory Lane on the following dates: June 28th, July 5th, 12th, 19th, 26th, August 2nd, 9th, 16th, 23rd, and 30, 2013, from 3:00 p.m. - 2:00 a.m. (contingent upon receipt of proper insurance).
- F. PICNIC IN THE PARK:**
Approve the request from the Downtown Development Authority to conduct their annual Picnic in the Park in Bucky Harris Park on the following dates: July 9th, 16th, 23rd, 30th, and August 6th, 13th, 20th, and 27, 2013, from 11:00 a.m. - 1:30 p.m. (proper insurance has been received).
- G. RELAY FOR LIFE:**
Approve the request from the American Cancer Society to conduct their annual Relay for Life for Jackson County in Cascades Falls Park on Friday, August 2, 2013, and Saturday, August 3, 2013, from 8:00 a.m. on August 2 - 8:00 p.m. on August 3, 2013 (proper insurance has been received).
- H. END OF SUMMER FIREWORKS SHOW:**
Approve the request from Jackson County Parks Department to conduct their annual End of Summer Fireworks Show at Cascades Park on Saturday, August 31, 2013, from 9:00 a.m. - 11:00 p.m. (proper insurance has been received).
- I. ALLEGIANCE RACE TO HEALTH AND FAMILY WELLNESS DAY:**
Approve the request from Allegiance Health to conduct their annual Race to Health and Family Wellness Day at 205 N. East Avenue, and surrounding streets on Saturday, September 7, 2013, from 6:00 a.m. - 12:00 p.m. (contingent upon receipt of proper insurance).
- J. CARRIAGE RIDES:**
Approve the request from Springport Carriage Company, LLC, to conduct carriage rides in downtown Jackson on Friday and Saturday evenings and/or special events throughout the year (proper insurance has been received).

- K. TRAFFIC CONTROL ORDER NO. 2155-AUTISTIC CHILD SIGNS REQUEST:**
Approve Traffic Control Order No. 2155 for installation of Autistic Child Signs on N. Waterloo Street.
- L. REVOCABLE LICENSES TO JTA:**
Approve six (6) revocable licenses requested by the Jackson Area Transportation Authority for the construction of bus stop shelters upon the City's right-of-way at various locations, and authorization for the Mayor and Treasurer/City Clerk to execute the appropriate documents.
- M. CDBG AND HOME FINANCIAL STATEMENTS THROUGH MAY 31, 2013:**
Receive the Community Development Block Grant (CDBG) and HOME Financial Summaries through May 31, 2013.
- N. CITY FINANCIAL STATEMENTS ENDING MAY 31, 2013:**
Receive the City of Jackson's summary of revenue and expenditures for eleven (11) months ended, May 31, 2013.

CONSENT CALENDAR ITEM D.

CRAZY COWBOY BIRTHDAY PARTY:

Approve the request from Crazy Cowboy to conduct their annual Birthday Party in downtown Jackson on Mechanic Street between Cortland and Washington on Friday, July 26, 2013 through Sunday, July 28, 2013, from 3:00 p.m. - 3:00 a.m., respectively (proper insurance has been received).

Motion was made by Councilmember Frounfelker and seconded by Councilmember Dobies to approve the event with additional consideration that the City be reimbursed for costs incurred to the City during the June event. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies - 7. Nays: 0. Absent: 0.

PUBLIC HEARINGS:

- A. MMP MOLDED MAGNESIUM PRODUCTS, LLC-IFEC:**
Public hearing regarding the application filed by MMP Molded Magnesium Products, LLC, 2336 E. High Street, for an Industrial Facilities Tax Exemption Certificate.

Mayor Griffin opened the public hearing. Bill Wilson the General

Manager of MMP Molded Magnesium Products, LLC spoke. He said they opened up a new facility that is manufacturing high precision magnesium products. They are spending a lot of money, hiring people, and will take advantage of any help the Council chooses to send their way. No other people spoke so Mayor Griffin closed the public hearing.

1. CONSIDER A RESOLUTION APPROVING AN APPLICATION FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE (IFTEC) FOR MMP MOLDED MAGNESIUM PRODUCTS, LLC.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to approve the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

B. GREAT LAKES METAL FINISHING, LLC - INDUSTRIAL DEVELOPMENT DISTRICT NO. 95.

Public hearing regarding the request filed by Great Lakes Metal Finishing, LLC, to create Industrial Development District No. 95.

Mayor Griffin opened the public hearing. No one spoke. Mayor Griffin closed the public hearing.

1. CONSIDERATION OF A RESOLUTION CREATING INDUSTRIAL DEVELOPMENT DISTRICT NO. 95.

Motion was made by Councilmember Greer and seconded by Councilmember Woods to approve the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

C. STREET CONSTRUCTION - MONROE STREET FROM WEST AVENUE TO CLINTON ROAD.

Public hearing determining the necessity of street construction on Monroe Street from West Avenue to Clinton Road.

Mayor Griffin opened the public hearing. Wayne Sowers of 1501 Mound spoke in opposition of the project. He stated that he would be assessed for half of the proposed project (\$20,000). Councilmember Jaquish asked where we were with extending assessments to 15 yrs. Mayor Griffin asked Mr. Sowers if a 15 year assessment would help him. No one else spoke so Mayor Griffin closed the public hearing.

1. CONSIDER A RESOLUTION ORDERING THE CONSTRUCTION AND PREPARATION OF THE SPECIAL ASSESSMENT ROLL.

Motion was made by Councilmember Schlecte and seconded by Councilmember Jaquish to reject the resolution proposed. The motion failed by the following vote. Yeas: Councilmembers Woods, Jaquish and Schlecte – 3. Nays: Mayor Griffin and Councilmembers Greer, Frounfelker and Dobies – 4. Absent: 0.

Motion was made by Councilmember Greer and seconded by Mayor Griffin to approve the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Frounfelker and Dobies – 4. Nays: Councilmembers Woods, Jaquish and Schlecte – 3. Absent: 0.

OTHER BUSINESS

A. ORDINANCE NO. 2013.13, MEDICAL MARIHUANA ORDINANCE - CHAPTER 16 AMENDMENTS (SECOND/FINAL READING).

Final adoption of Ordinance No. 2013.13, amending Sections 16-510 through 16-514, Chapter 16, and adding Sections 16-515 through 16-518 to Chapter 16, City Code, to provide for the health, welfare and safety of the citizens of the City by permitting and regulating the growing and consumption of medical marihuana by patients registered and qualified to consume and grow medical marihuana by the Michigan Department of Community Health pursuant to the Michigan Medical Marihuana Act, and to further provide for regulations of locations at which registered primary caregivers may cultivate medical marihuana for qualifying patients.

Motion was made by Councilmember Schlecte and seconded by Councilmember Woods to postpone this item until the August City Council meeting. The motion was adopted by the following vote. Yeas: Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 6. Nays: Mayor Griffin – 1. Absent: 0.

B. ORDINANCE NO. 2013.14, MEDICAL MARIHUANA ORDINANCE - CHAPTER 18 AMENDMENTS (SECOND/FINAL READING):

Final adoption of Ordinance No. 2013.14, amending Sections 18-151 through 18-159, Chapter 18, City Code, to provide for the health, welfare and safety of the citizens of the City by providing an exception to the possession or use of marihuana to qualifying patients and primary caregivers who are validly registered by the Michigan Department of Community Health or its successor agency pursuant to the Medical Marihuana Act.

Motion was made by Councilmember Schlecte and seconded by Councilmember Jaquish to postpone this item until the August City Council meeting. The motion was adopted by the following vote. Yeas: Councilmembers Woods, Jaquish, Greer and Schlecte – 4. Nays: Mayor Griffin and Councilmembers Frounfelker and Dobies – 3. Absent: 0.

C. ORDINANCE NO. 485, COMPENSATION RATES - ADMINISTRATIVE & SUPERVISORY EMPLOYEES (SECOND/FINAL READING):

Final adoption of Ordinance No. 485 establishing compensation rates for administrative and supervisory employees of the City.

Motion was made by Councilmember Greer and seconded by Councilmember Woods to adopt the ordinance. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

D. ORDINANCE NO. 486, COMPENSATION RATES - CERTAIN APPOINTED OFFICIALS (SECOND/FINAL READING):

Final adoption of Ordinance No. 486 establishing compensation rates for certain appointed officials of the City.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to adopt the ordinance. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

NEW BUSINESS

A. RESOLUTION AMENDING GENERAL FUND PROPERTY TAX MAINTENANCE BUDGET:

Approve a resolution amending the General Fund Property Tax Maintenance Budget, Fiscal Year 2012-13, with an increase of \$10,000 for mowing tax reverted lots.

Motion was made by Councilmember Frounfelker and seconded by

Councilmember Dobies to approve the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

B. RESOLUTION - UTILITY RATES FOR WATER, WASTEWATER AND STORMWATER:

Approve a resolution maintaining current utility rates for water and wastewater, and reducing the stormwater fee by six (6) percent for fiscal year 2013-2014.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

C. RESOLUTIONS- CONSUMERS ENERGY STANDARD STREETLIGHTING CONTRACT:

Approve the resolutions for changes to Consumers Energy Standard Streetlighting Contract and authorization of the Mayor and City Treasurer/Clerk to sign the appropriate documents.

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the resolutions. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

D. RESOLUTION - MDOT SIGNAL INSTALLATIONS:

Approve a resolution for cost agreements with the Michigan Department of Transportation for signal installations, and authorization for the Mayor and City Treasurer/Clerk to execute the appropriate contract documents.

Motion was made by Councilmember Dobies and seconded by Councilmember Greer to approve the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

E. JACKSON HOUSING COMMISSION - INTERIM EXECUTIVE DIRECTOR COMPENSATION:

Approve the Mayor's recommendation to approve the compensation level for the Interim Executive Director for the Jackson Housing Commission, as required by City Council Resolution 2012-84, and Ordinance Chapter 14, Sec. 14-125, in concurrence with the recommendation of the Jackson Housing Commission Board of Commissioners.

Motion was made by Councilmember Greer and seconded by Councilmember Woods to approve the recommendation. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte and Dobies – 6. Nays: Councilmember Frounfelker – 1. Absent: 0.

F. BALANCING CHANGE ORDER NO. 1 - THIRD ST. & DOUGLAS CT. SEWER CONSTRUCTION:

Approve Balancing Change Order No. 1 to the contract with Bailey Excavating, Inc., in the decreased amount of \$2,176.03 to balance quantities for contract pay items and to add pay items not included in the original contract for the Third Street and Douglas Court Sewer Construction project, and authorization for the City Manager and City Engineer to execute the appropriate document.

Motion was made by Councilmember Dobies and seconded by Councilmember Greer to approve the Balancing Change Order. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

G. PETITIONS FOR REPEAL OF "RENTAL REGISTRY":

Approve the recommendation of the City Treasurer/Clerk regarding Non-Owner Occupied Registry Fees.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the recommendation. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Greer, Schlecte, Frounfelker, and Dobies – 6. Nays: Councilmember Jaquish – 1. Absent: 0.

H. POLICE DEPARTMENT - IN-CAR VIDEO SYSTEM:

Approve the authorization for the Police Department to replace and upgrade the In-Car Video System at the quoted cost of \$104,589.00.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Dobies to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

I. ORDINANCE - FIREWORKS (FIRST READING):

Consider and ordinance to repeal existing Chapter 18, Article VII, Section 18-183, City Code ("Fireworks"), and to adopt new sections 18-186 through 18-195 in Chapter 18, Article VII to provide for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan

Fireworks Safety Act, MCL 28.451 et seq., as amended.

Motion was made by Councilmember Schlecte and seconded by Councilmember Woods to approve the ordinance. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Greer, Schlecte, Frounfelker, and Dobies – 6. Nays: Councilmember Jaquish – 1. Absent: 0.

J. RESOLUTION OF NOTIFICATION TO JACKSON COUNTY TO RELEASE THE CITY'S RIGHT OF FIRST REFUSAL:

Approve a Resolution of Notification to Jackson County to release the City of Jackson's Right of First Refusal for certain properties under PA 123 of 1999.

Motion was made by Councilmember Greer and seconded by Councilmember Woods to approve the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

K. ORDINANCE - OTSEGO APARTMENTS PILOT:

Approve an ordinance to provide for a service charge in lieu of taxes (PILOT) for a proposed multiple-family dwelling project for elderly persons of low income to be financed or assisted pursuant to provision of the State Housing Development Authority of 1966, as amended.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Woods to approve the ordinance. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

CITIZEN COMMENTS - NON-AGENDA ITEMS (3-MINUTE LIMIT):

Ted Brzezinski of 809 Greenwood spoke about promoting Jackson. He proposed doing a homesteading deal. He suggested selling lots for \$100 and making a deal with the buyers to build a home and live there for 10 years. He also suggested rehab homes could be handled the same way. He said it would bring people to Jackson. He then said that the Council should get block leaders to have picnics, contests, and such to fix up properties. The winner could be given a prize.

Sandra Crane of 113 ½ W. Biddle St. spoke about a property next to her that was mowed 106 W. Biddle. She said the lot next to 106 W. Biddle had one strip mowed down the middle of it and then it was left. Also the trash was picked up in the vacant lot and the bags were left on the porch at 106 W. Biddle.

She said she has suggestions for some of the condemned homes in the City and would be willing to sit down to discuss them.

CITY COUNCILMEMBERS' COMMENTS:

Councilmember Woods-she is planning a neighborhood meeting on Tuesday, July 9th at McCulloch in the cafeteria at 6:30pm.

Councilmember Schlecte- said she would like to have more Council participation with conversations to landlords and property managers. Also, she has been noticing a lot of properties not being mowed. She mentioned one in particular on Oakhill that needs to be mowed. She said she thinks it will be cool to have carriage rides in downtown Jackson.

Councilmember Frounfelker- addressed the City Manager and DPW Director to get the Biddle Street property taken care of. He said perhaps the \$10,000 reallocation may help get the mowing under control. He wanted to congratulate Julius Giglio on his retirement at the end of the month.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to make Bethany Smith the Interim City Attorney effective 5pm Friday, June 28, 2013. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker, and Dobies – 7. Nays: 0. Absent: 0.

He thanked his colleagues for the late motion.

Councilmember Greer-wished Julius Giglio congratulations on his retirement. He said thanks to Julius for a wonderful career and for serving the City well. He said they went through a lot together over the years.

Councilmember Jaquish wanted to congratulate City Attorney Julius Giglio on his retirement and to Bethany for her new position.

Councilmember Dobies-wanted to congratulate Jules and thank him for everything he has done. He also congratulated Beth in her new position. He wanted to remind everyone that there was a ribbon cutting event tomorrow at Ella Sharp Park for the bench dedication with Gerdau and Aware. He said he has a neighborhood meeting tomorrow night at 6:30pm at Parkside Cafeteria to talk about the University of Michigan school of Information citizen interaction design project. He said he was happy with the progress of the project, and also that they were able to pass it.

Mayor Griffin- would like to congratulate Jules on his retirement. He also wanted to congratulate Kim Van Every and Tim Pickett Sr. who are also retiring at the end of the week. He said all of their expertise will be missed. He said the Rock-a-pa-

looza event was not coordinated with the City. If the Fire Chief had not gone down there there would have been no coordination at all. He said he had calls regarding several issues. He said we need to send a message to the County that if they are going to be using that facility in the middle of a residential neighborhood, whoever is promoting it needs to have some plans in place with the City. We are the ones that get called about the noise.

MANAGER'S COMMENTS: The Manager wanted to address the mowing concerns. He wanted to let everyone know that we have had more mowing done than ever before in history. It is hard keeping up, but there are two contractors working 100% of the day Monday- Saturday. He said Todd is very diligent about getting them done. He wanted the Councilmembers to forward the lots that need to be mowed to him. He said the lots were being mowed on a complaint basis and now as long as the contractors take pictures before they do the work they can determine if the lot needs to be mowed without having to wait. He said he is going to rectify the situation Ms. Crane mentioned on Biddle. He said he will speak to the contractors about treating properties with respect.

ADJOURNMENT:

No further business being presented, a motion was made by Councilmember Woods to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 8:00 p.m.

Andrew J. Wrozek Jr.
City Treasurer/Clerk

AJW/car

CITY OF JACKSON



Office of Mayor
Martin J. Griffin

MICHIGAN

161 W. Michigan Avenue
Jackson, MI 49201
Phone: (517) 788-4028
Fax: (517) 768-5820

CITY COUNCIL MEETING

July 17, 2013

MEMO TO: City Councilmembers

FROM: Martin J. Griffin, Mayor

DATE: July 9, 2013

SUBJECT: Civil Service Commission

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Teresa T. Delph to the Civil Service Commission for a three-year term, beginning September 1, 2013, and ending August 31, 2016.

In accordance with City Code, Sec. 2-301, Charter Section 7.7, the Mayor appoints with Council confirmation, five members to three year terms. The members must have been registered electors in the City for at least two years.

It is my desire, therefore, to reappoint Teresa T. Delph to the Civil Service Commission for a three-year term, beginning September 1, 2013, and ending August 31, 2016.

MJG:skh

CITY OF JACKSON



MICHIGAN

OFFICE OF
MAYOR
MARTIN J. GRIFFIN



161 W. MICHIGAN AVENUE
JACKSON, MI 49201
PHONE (517) 788-4028
FAX (517) 768-5820

City of Jackson Board / Commission Application

Name: Jessica T. Delph

Address: 103 Wren St P.O. Box 318 Zip 49204

Home Phone: 517-787-4347 Other Phone: 517-740 5576

Occupation: _____

Community Involvement / Activity

Delta Kappa Gamma HRC

naacp Jackson District Library

Are you a registered voter? Ward? 1

Which Board or Commission (s) are you interested in?

1. Civil Service Com
2. Jackson District Library
3. Human Relation Com

List additional information you feel may be pertinent to board or commission

Feel free to attach any information. (resume, press clippings)

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Jessica T. Delph
Signature of Applicant

July 1, 2013
Date

CITY OF JACKSON



MICHIGAN

Office of Mayor
Martin J. Griffin

161 W. Michigan Avenue
Jackson, MI 49201
Phone: (517) 788-4028
Fax: (517) 768-5820

CITY COUNCIL MEETING July 16, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg*
DATE: July 10, 2013
SUBJECT: Jackson District Library Board of Trustees

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint David Zuleski to the Jackson District Library Board for a four-year term beginning August 24, 2013, and ending August 23, 2017.

Pursuant to the provisions of Act 24 of the Public Acts of 1989, City/County District Library System resolution adopted August 23, 1977, and the City/County amendment dated January 4, 1993, a seven member voting board is appointed serving four-year terms. Three members appointed by City Council, three members appointed by County Commission and *seventh member appointed alternately by City and County.

It is my desire, therefore, to appoint David Zuleski to the Jackson District Library Board of Trustees for a four-year term beginning August 24, 2013, and ending August 23, 2017.

MJG:skh



City of Jackson Board/Commission Application

Name: David Zuleski

Address: 109 West Washington Ave #18 Zip: 49201

Home Phone: 517-315-9610 Other Phone:

Occupation: Information Security Officer Allegiance Health

Community Involvement/Activity

Community Involvement/Activity

Are you a registered voter? yes Ward? 5

- Which Board or Commission(s) are you interested in?
1. Jackson District Library Board of Trustees
2.
3.

List additional information you feel may be pertinent to board or commission

Feel free to attach any information. (Resume, press clippings)

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Signature of Applicant [Handwritten Signature]

Date 1-17-13

Please return to Mayor's Office, City of Jackson, 161 W. Michigan Avenue, Jackson, MI 49201

David Zuleski

Information Security Officer - Allegiance Health

David Zuleski is Allegiance Health's information security officer. He oversees the organizations information technology compliance and security initiatives. David has 15 years of IT experience, spanning many disciplines. He is an IT security specialist and holds a Certified Information Systems Security Professional certification. David is a Michigan State University graduate.



Neighborhood & Economic Operations

Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303 • Facsimile (517) 780-4781

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING July 16, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Jon H. Dowling, P.E., City Engineer

SUBJECT: Request to Approve Traffic Control Order 2158
Harwood Street Traffic Calming

RECOMMENDATION: Approval of Traffic Control Order 2158 for installation of stop sign at Harwood Street and Third Street for traffic calming.

Engineering received a request Councilmember Derek Dobies regarding Harwood Street residents' concerns regarding traffic and speeds on their street.

A method of traffic calming is the basket weave of stop signs so that in a grid street pattern no vehicles on local streets can travel more than about two blocks without stopping. Harwood Street is three blocks long, with stops at Greenwood, First and Fourth. Third Street currently has traffic controls (yields or stops) at each street from High Street to Morrell Street.

Engineering is proposing the installation of a stop sign at Harwood entering the intersection at Third Street, and the removal of the yield sign for north- and southbound traffic on Third Street. This action would rescind Traffic Control Order 0075.

It is the recommendation of Engineering that Traffic Control Order 2158 be approved. If you have any questions please do not hesitate to contact us.

JHD/sms

C: Bob Dietz, Parking Manager/Engineering Assistant
Matt Heins, Chief of Police

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order 2158

LOCATION: Third and Harwood Streets

DATE: July 2, 2013

ASSIGNED TO:

TCO DESCRIPTION

At the request of Councilmember Dobies investigate possible changing of traffic control at Third and Harwood Streets.

BY JON H. DOWLING, P.E.

RECOMMENDATION

East and westbound traffic on Harwood is required to stop prior to entering the intersection at Third Street. Further, remove the yield sign control for north and southbound traffic on Third Street. This action shall also rescind Traffic Control Order 0075.

APPROVED **REJECTED**

DATE:

BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop

DATE:

TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

<input type="checkbox"/>								
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Posts Stop Time Limit No Parking Loading Zone One Way Yield Paint Other

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: **BY: Jon H. Dowling, P.E., City Engineer**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk



Jackson Downtown Development Authority

**CITY COUNCIL MEETING
July 16, 2013**

July 10, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: Eastside Reunion

RECOMMENDATION: Approval of the request from Louvenia Shack-Seals to conduct their biennial Eastside Reunion celebration in Rotary Park on Saturday, August 10, 2013 from 10:00am. – dusk. A Hold Harmless Agreement has been submitted in lieu of insurance.

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$150
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$150

Conditions and Considerations: none.

Insurance Status: Hold Harmless Agreement

att: Special Event Application: **Eastside Reunion**

JG/RR

CITY OF JACKSON
SPECIAL EVENT APPLICATION

Downtown Development Authority ~ 161 W. Michigan Avenue ~ Jackson, MI 49201
(517) 768-6410

Please complete this application in accordance with the City of Jackson Special Events Policy, and return it to the Office of the Downtown Development Authority at least 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: _____

Organization Address: _____

Organization Agent Louvenia Shack-Spab Title: _____

Phone: (work) _____ Phone: (home) ⁵¹⁷ 787-4256 Phone: (during the event) ⁵¹⁷ 914-9600

Agent's Address 905 Colham St, Jackson, MI 49203

Agent's E-Mail Address louvenia@amentech.net

Event Name Eastside Reunion

Please give a brief description of the proposed special event: Every 2 years we invite the community to an all-day picnic at Rotary Park; everything is free. Each family brings their own food.

Event Day(s) & Date(s) Sat. August 10, 2013

Event Time(s) 10:00 AM to dusk

Set-Up Date & Time 10:00 8/10/13 Tear-Down Date & Time ~~8/10/13~~ after dusk

Event Location Rotary Park

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? since 1991 (every 2 yrs.)

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time N/A through Date/Time: N/A

RESERVED PARKING: Are you requesting reserved parking? YES NO
If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO Other Vendors? YES NO Possible Tee Shirt Sales

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, please attach liquor license and liquor liability insurance.
If yes, what time? _____ until _____

Music provided by DJ

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO
If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? 300 - 500

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO
If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO
If yes, how many? 2

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

Electrical - Water - Picnic Tables - Trash Bins & Bags
Grass cut (day before if possible)
Portable Stage - reserved thru DDP Works,

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson and Downtown Development Authority as an additional insured party on the policy, for the specified event.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy.

A \$25 Special Event Application fee must be submitted along with this Special event Application.

All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.

The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

6.21.13
Date

Kawenya M. Shack
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE JACKSON, MI 49201**



Jackson Downtown Development Authority

**CITY COUNCIL MEETING
July 16, 2013**

July 10, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: Speaking with Spirits Cemetery Walk

RECOMMENDATION: Approval of the request from Ella Sharp Museum Association of Jackson to conduct their 2nd annual Speaking with Spirits Cemetery Walk in Mount Evergreen Cemetery on Saturday, August 3, 2013 from 2:45pm. – 6pm. Insurance is still pending approval.

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$0
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$ 0

Conditions and Considerations: none.

Insurance Status: Pending Approval

att: Special Event Application: **Speaking with Spirits Cemetery Walk**

JG/RR



CITY OF JACKSON
SPECIAL EVENT APPLICATION
 City Clerk's Office * 161 W. Michigan Avenue * Jackson, MI 49201
 (517) 788-4025

Date Received By Clerk's Office:	Time:	By:
----------------------------------	-------	-----

Please complete this application in accordance with the City of Jackson Special Events Policy, and return it to the Office of the City Clerk at least 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: ELLA Sharp Museum Association of Jackson

Organization Address: 3225 Fourth St Jackson 49203

Organization Agent: Judy Horn Title: Director Collections + Exhibits

Phone: Work 517-787-2320 Home 917-784-5655 During event 517-960-1055

Agent's Address: 603 S. Brown St Jackson, MI 49203

Agent's E-Mail Address: Judyh@ellasharp.org

Event Name: Speaking with Spirits Cemetery Walk

Please give a brief description of the proposed special event: A tour through Mt Evergreen Cemetery, visiting 9 gravesites. At each site an actor will portray the person buried at that site, telling the person's life story + historical facts.

Event Day(s) & Date(s): August 3, 2013 ^{Rain Date} August 4 Event Time(s): 3:00 - 6:30

Set-Up Date & Time: August 3, 2:45 Tear-Down Date & Time: August 3, 5:45

Event Location: Mount Evergreen Cemetery

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 1 previous

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: NA through Date/ Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO
 If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES Other Vendors? YES

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO
 If yes, are liquor license and liquor liability insurance attached? YES NO
 If yes, what time? _____ until _____



CITY OF JACKSON
SPECIAL EVENT APPLICATION, Page 2
 City Clerk's Office * 161 W. Michigan Avenue * Jackson, MI 49201
 (517) 788-4025

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO
 If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? 120

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO
 If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO If yes, how many? _____
 As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)
There will be a gun salute at the start of the event by the Civil War Reenactor group we are working with. We will contact City Police to inform them.

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson as an additional insured party on the policy. A sponsor of a Low Hazard event may request that City Council waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
 A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy or I am requesting that City Council waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.
 All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.
 The approval of this special event may include additional requirements or limitations, based on the City's review of this application.
 Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.
 As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

6/26/2013
 Date

Judy Horn
 Signature of Sponsoring Organization's Agent



301 Steward Avenue
Jackson, MI 49201-1132
Phone: (517) 787-9241
Fax: (517) 787-6143

July 3, 2013

Mayor Martin Griffin
City of Jackson
161 W. Michigan Ave, 14th Floor
Jackson, MI 49201

Dear Mayor Griffin:

Attached is the Jackson Housing Commission's Merit Compensation Schedule which is used to set compensation rates of the different job classifications at varying step levels. Performance evaluations for employees of the JHC are conducted at least one time per year and, if the evaluation is satisfactory, the employee may be rewarded with a step increase in pay. Chapter 14, Section 14-125 of the City of Jackson Code of Ordinances states:

The City Council, upon the recommendation of the Mayor, shall establish and approve the compensation of all officers and employees of the Jackson Housing Commission.

I am submitting the Merit Compensation Schedule to you for recommendation to City Council for approval, which will allow the JHC to adjust the pay of its employees as needed over the course of normal business.

The JHC has been unable to definitively determine when the compensation levels on the Merit Compensation Schedule were last adjusted. As such, our human resources personnel is working with Nan McKay & Associates, Inc., a full service consulting firm used by public housing authorities throughout the nation, to conduct a Salary Study using the Wage Rate Database. Once this analysis is complete, I will present an updated Merit Compensation Schedule to the Board of Commissioners for their approval and then submit to you for your consideration and recommendation to City Council.

Finally, on January 23, 2013, the JHC Board of Commissioners approved the promotion of Shari Boyce to Section 8 Program Director to replace Kimberly Truman, who had been promoted to Assistant Director. This promotion and resulting compensation increase was submitted to you for a recommendation to City Council. On February 5, 2013, your recommendation was to refer the salary recommendations of both Kimberly Truman and Shari Boyce to the Personnel Director for appropriate review and recommendation, which City Council approved. I am resubmitting Resolution 2013-03 regarding Ms. Boyce's promotion and resulting salary increase to you and am requesting your reconsideration. The compensation level approved by the JHC Board of Commissioners for Ms. Boyce's promotion is at an annual rate of \$44,286.17. I would also request that you recommend approval of this compensation rate to City Council retroactive to February 6, 2013.



An Equal Opportunity Employer



Thank you for your time and consideration.

Respectfully submitted,

A handwritten signature in blue ink that reads "Connie Crandall". The signature is written in a cursive style with a blue color.

Connie Crandall, PHM
Interim Executive Director

Enclosures

**JACKSON HOUSING COMMISSION
JACKSON, MICHIGAN**

The following Resolution was introduced by **President Kelly**, read in full and considered:

RESOLUTION NO. 2005-13

WHEREAS, Commission employees are beginning to “max” out under the Commission’s compensation schedule for the number of steps allowed even though earning less than comparable City of Jackson positions;

THEREFORE BE IT RESOLVED that the Commission hereby approves up to a 3% increase for each year an employee works beyond the maximum step.

Commissioner **LaFountain MOVED** to adopt the foregoing Resolution as introduced and read. Commissioner **Shack SUPPORTED** the motion and, upon the following roll call the "AYES" and "NAYS" were as follows:

AYES:	Shack, LaFountain, Kelly
NAYS:	None
ABSTAIN:	None
ABSENT:	Hinton, Stewart

The President declared the motion carried and the Resolution adopted.

I hereby certify that the above Resolution was adopted at a Regular Meeting of the Jackson Housing Commission held June 15, 2005.


Phillip M. Fracker, PHM
Executive Director

Jackson Housing Commission		PERFORMANCE EVALUATION PROGRAM						
Resolution No. 2001-37 4% Step	Comp	Appendix 2						
Resolution No. 2005-13 3% MAX	Grade	MERIT COMPENSATION SCHEDULE						
Position	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
01 Executive Director	17	\$ 59,220.00	\$ 61,588.80	\$ 64,052.35	\$ 66,614.45	\$ 69,279.02	\$ 72,050.18	\$ 74,932.19
02 Assistant Director	15	\$ 55,380.00	\$ 57,595.20	\$ 59,899.01	\$ 62,294.97	\$ 64,786.77	\$ 67,378.24	\$ 70,073.37
03 Director, Public Housing Programs	11	\$ 35,000.00	\$ 36,400.00	\$ 37,856.00	\$ 39,370.24	\$ 40,945.05	\$ 42,582.85	\$ 44,286.17
04 Director, Section 8 Programs	11	\$ 35,000.00	\$ 36,400.00	\$ 37,856.00	\$ 39,370.24	\$ 40,945.05	\$ 42,582.85	\$ 44,286.17
05 Administrative Assistant	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
06 Comptroller	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
07 Senior Housing Manager	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
08 Section 8 Programs Coordinator	9	\$ 28,590.00	\$ 29,733.60	\$ 30,922.94	\$ 32,159.86	\$ 33,446.26	\$ 34,784.11	\$ 36,175.47
09 Housing Manager	9	\$ 28,590.00	\$ 29,733.60	\$ 30,922.94	\$ 32,159.86	\$ 33,446.26	\$ 34,784.11	\$ 36,175.47
12 Executive Secretary	8	\$ 25,970.00	\$ 27,008.80	\$ 28,089.15	\$ 29,212.72	\$ 30,381.23	\$ 31,596.48	\$ 32,860.33
13 Cashier	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
14 Administrative Accounts Specialist	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
15 Tenants Accounts Specialist	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
16 Housing Aide	303	\$ 21,430.00	\$ 22,287.20	\$ 23,178.69	\$ 24,105.84	\$ 25,070.07	\$ 26,072.87	\$ 27,115.79
17 Clerk-Typist	301	\$ 20,000.00	\$ 20,800.00	\$ 21,632.00	\$ 22,497.28	\$ 23,397.17	\$ 24,333.06	\$ 25,306.38
ADMINISTRATION/MANAGEMENT								
16 Director, Family Services Programs	11	\$ 35,002.00	\$ 36,402.08	\$ 37,858.16	\$ 39,372.49	\$ 40,947.39	\$ 42,585.28	\$ 44,288.70
17 Family Services Coordinator	9	\$ 28,588.00	\$ 29,731.52	\$ 30,920.78	\$ 32,157.61	\$ 33,443.92	\$ 34,781.67	\$ 36,172.94
18 Family Services Aide	303	\$ 21,430.00	\$ 22,287.20	\$ 23,178.69	\$ 24,105.84	\$ 25,070.07	\$ 26,072.87	\$ 27,115.79
FAMILY SERVICES								
19 Maintenance Supervisor	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
20 Senior Maintenance Team Leader	9	\$ 28,590.00	\$ 29,733.60	\$ 30,922.94	\$ 32,159.86	\$ 33,446.26	\$ 34,784.11	\$ 36,175.47
21 PHA Housing Inspector	8	\$ 25,970.00	\$ 27,008.80	\$ 28,089.15	\$ 29,212.72	\$ 30,381.23	\$ 31,596.48	\$ 32,860.33
22 Maintenance Team Leader	307	\$ 23,320.00	\$ 24,252.80	\$ 25,222.91	\$ 26,231.83	\$ 27,281.10	\$ 28,372.35	\$ 29,507.24
23 Maintenance Worker	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
24 Maintenance Aide	303	\$ 21,430.00	\$ 22,287.20	\$ 23,178.69	\$ 24,105.84	\$ 25,070.07	\$ 26,072.87	\$ 27,115.79
25 Custodian	301	\$ 20,000.00	\$ 20,800.00	\$ 21,632.00	\$ 22,497.28	\$ 21,500.00	\$ 22,360.00	\$ 23,254.40
26 Groundskeeper	301	\$ 20,000.00	\$ 20,800.00	\$ 21,632.00	\$ 22,497.28	\$ 21,500.00	\$ 22,360.00	\$ 23,254.40
MAINTENANCE								

Jackson Housing Commission		PERFORMANCE EVALUATION PROGRAM						
Resolution No. 2001-37 4% Step	Comp	Appendix 2						
Resolution No. 2005-13 3% MAX	Grade	MERIT COMPENSATION SCHEDULE						
Position	Level	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
01 Executive Director	17	\$ 77,929.48	\$ 81,046.66	\$ 84,288.53	\$ 87,660.07	\$ 91,166.47	\$ 94,813.13	\$ 98,605.65
02 Assistant Director	15	\$ 72,876.30	\$ 75,791.35	\$ 78,823.01	\$ 81,975.93	\$ 85,254.97	\$ 88,665.16	\$ 92,211.77
03 Director, Public Housing Programs	12	\$ 46,057.61	\$ 47,899.92	\$ 49,815.91	\$ 51,808.55	\$ 53,880.89	\$ 56,036.13	\$ 58,277.57
04 Director, Section 8 Programs	12	\$ 46,057.61	\$ 47,899.92	\$ 49,815.91	\$ 51,808.55	\$ 53,880.89	\$ 56,036.13	\$ 58,277.57
05 Administrative Assistant	10	\$ 41,451.85	\$ 43,109.93	\$ 44,834.32	\$ 46,627.69	\$ 48,492.80	\$ 50,432.51	\$ 52,449.82
06 Comptroller	10	\$ 41,451.85	\$ 43,109.93	\$ 44,834.32	\$ 46,627.69	\$ 48,492.80	\$ 50,432.51	\$ 52,449.82
07 Senior Housing Manager	10	\$ 41,451.85	\$ 43,109.93	\$ 44,834.32	\$ 46,627.69	\$ 48,492.80	\$ 50,432.51	\$ 52,449.82
08 Section 8 Programs Coordinator	9	\$ 37,622.49	\$ 39,127.39	\$ 40,692.48	\$ 42,320.18	\$ 44,012.99	\$ 45,773.51	\$ 47,604.45
09 Housing Manager	9	\$ 37,622.49	\$ 39,127.39	\$ 40,692.48	\$ 42,320.18	\$ 44,012.99	\$ 45,773.51	\$ 47,604.45
12 Executive Secretary	8	\$ 34,174.75	\$ 35,541.74	\$ 36,963.41	\$ 38,441.94	\$ 39,979.62	\$ 41,578.81	\$ 43,241.96
13 Cashier	305	\$ 29,608.47	\$ 30,792.80	\$ 32,024.52	\$ 33,305.50	\$ 34,637.72	\$ 36,023.22	\$ 37,464.15
14 Administrative Accounts Specialist	305	\$ 29,608.47	\$ 30,792.80	\$ 32,024.52	\$ 33,305.50	\$ 34,637.72	\$ 36,023.22	\$ 37,464.15
15 Tenants Accounts Specialist	305	\$ 29,608.47	\$ 30,792.80	\$ 32,024.52	\$ 33,305.50	\$ 34,637.72	\$ 36,023.22	\$ 37,464.15
16 Housing Aide	303	\$ 28,200.42	\$ 29,328.43	\$ 30,501.57	\$ 31,721.64	\$ 32,990.50	\$ 34,310.12	\$ 35,682.53
17 Clerk-Typist	301	\$ 26,318.64	\$ 27,371.38	\$ 28,466.24	\$ 29,604.89	\$ 30,789.08	\$ 32,020.64	\$ 33,301.47
ADMINISTRATION/MANAGEMENT								
16 Director, Family Services Programs	12	\$ 46,060.24	\$ 47,902.65	\$ 49,818.76	\$ 51,811.51	\$ 53,883.97	\$ 56,039.33	\$ 58,280.90
17 Family Services Coordinator	9	\$ 37,619.86	\$ 39,124.65	\$ 40,689.64	\$ 42,317.22	\$ 44,009.91	\$ 45,770.31	\$ 47,601.12
18 Family Services Aide	303	\$ 28,200.42	\$ 29,328.43	\$ 30,501.57	\$ 31,721.64	\$ 32,990.50	\$ 34,310.12	\$ 35,682.53
FAMILY SERVICES								
					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
19 Maintenance Supervisor	9	\$ 41,451.85	\$ 43,109.93	\$ 44,834.32	\$ 46,627.69	\$ 48,492.80	\$ 50,432.51	\$ 52,449.82
20 Senior Maintenance Team Leader	8	\$ 37,622.49	\$ 39,127.39	\$ 40,692.48	\$ 42,320.18	\$ 44,012.99	\$ 45,773.51	\$ 47,604.45
21 PHA Housing Inspector	8	\$ 34,174.75	\$ 35,541.74	\$ 36,963.41	\$ 38,441.94	\$ 39,979.62	\$ 41,578.81	\$ 43,241.96
22 Maintenance Team Leader	307	\$ 30,687.53	\$ 31,915.03	\$ 33,191.63	\$ 34,519.30	\$ 35,900.07	\$ 37,336.07	\$ 38,829.51
23 Maintenance Worker	305	\$ 29,608.47	\$ 30,792.80	\$ 32,024.52	\$ 33,305.50	\$ 34,637.72	\$ 36,023.22	\$ 37,464.15
24 Maintenance Aide	303	\$ 28,200.42	\$ 29,328.43	\$ 30,501.57	\$ 31,721.64	\$ 32,990.50	\$ 34,310.12	\$ 35,682.53
25 Custodian	301	\$ 24,184.58	\$ 25,151.96	\$ 26,158.04	\$ 27,204.36	\$ 28,292.53	\$ 29,424.23	\$ 30,601.20
26 Groundskeeper	301	\$ 24,184.58	\$ 25,151.96	\$ 26,158.04	\$ 27,204.36	\$ 28,292.53	\$ 29,424.23	\$ 30,601.20
MAINTENANCE								

JACKSON HOUSING COMMISSION
Jackson, MI

The following Resolution was introduced by President Robinson, read in full and considered:

RESOLUTION NO. 2013-03

WHEREAS, the Executive Director has the authority to promote employees based on their experience, performance and qualifications;

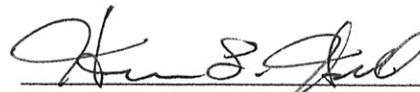
THEREFORE BE IT RESOLVED THAT Shari Boyce be promoted to Section 8 Program Director with a salary increase equal to Step 7 of the Commission's Merit Compensation Schedule; and to recommend the salary increase to City Council for approval.

Commissioner Burtch **MOVED** to adopt the foregoing Resolution as introduced and read. Commissioner Dobies **SUPPORTED** the motion, and, upon roll call the "AYES" and "NAYS" were as follows:

AYES:	Montgomery, Burtch, Dobies, Davis-Dye, Robinson
NAYS:	None
ABSTAIN:	None
ABSENT:	None

President Robinson declared the motion carried and the Resolution adopted.

I hereby certify that the above Resolution was adopted at a Regular Meeting of the Jackson Housing Commission held January 23, 2013.



Herman L. Hill, MPA, PHM
Executive Director



CITY COUNCIL MEETING
July 16, 2013

MEMO TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: Public Hearing on the application filed by Great Lakes Metal Finishing, LLC located at 120 S. Dwight Street, for an Industrial Facilities Exemption Certificate

RECOMMENDATION:

Consider a resolution approving an application for an Industrial Facilities Tax Exemption Certificate (IFT) for Great Lakes Metal Finishing, LLC.

Attached please find a resolution, along with supporting documentation on the application filed by Great Lakes Metal Finishing, LLC for an Industrial Facilities Exemption certificate for their facility located at 120 S. Dwight Street. If Council adopts the resolution, it will be forwarded to the State Tax Commission for their consideration.

Please consider adopting the resolution after the public hearing is held at the July 16, 2013 City Council meeting.

Thank you.

PHB:AJW:cr

cc: Andrew Wrozek, City Treasurer/Clerk
David Taylor, City Assessor
Bethany Smith, Interim City Attorney
Barry Hicks, Neighborhood and Economic Operations EDPM

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, Act 198 of the State of Michigan Public Acts of 1974, as amended, was enacted for the purpose of stimulating economic development in the State by providing tax benefits through the establishment of Plant Rehabilitation Districts and Industrial Development Districts; and

WHEREAS, the City qualifies under the terms of Sec. 4 (1) (b) of the Act as a governmental unit eligible to create either type of the above named districts; and

WHEREAS, Great Lakes Metal Finishing, LLC, of 120 S. Dwight Street, Jackson, Michigan, more fully described below, has petitioned the City of Jackson to create Industrial Development District No. 95; and

WHEREAS, the City Council of the City of Jackson has complied with the requirements of Sec. 4(3) of Act 198; and

WHEREAS, written notice has been given to the public by newspaper advertisement in the Jackson Citizen Patriot of the hearing on the establishment of the proposed district; and

WHEREAS, on June 25, 2013, a public hearing was held at which all residents and taxpayers of the City of Jackson were afforded an opportunity to be heard thereon on the Industrial Development District creation; and

WHEREAS, the Jackson City Council deems it to be in the public interest of the City of Jackson to create the Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson hereby creates and so designates Industrial Development District No. 95, consisting of the following lands within the City of Jackson:

Lot 7, 8, and 9, Block 21, East Addition #5

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrew J. Wrozek, Jr., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on June 25, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 26th day of June 2013.



Andrew J. Wrozek, Jr., City Clerk



113 West Michigan Avenue, Suite 301
Jackson, Michigan 49201
p 517.789.8900 • f 517.789.6477
bondcpa.com

City of Jackson
Clerk's Office, First Floor
161 W Michigan Ave
Jackson MI 49201

April 16, 2013

Re: Great Lakes Metal Finishing, LLC
Form 1012- Application for Industrial Facilities Tax Exemption Certificate

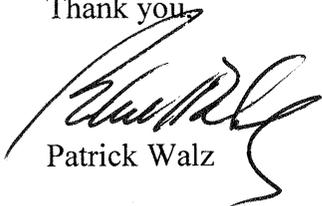
To Whom it May Concern:

Please find enclosed 3 copies of Form 1012 and all required attachments, and a check in the amount of \$680 from Great Lakes Metal Finishing, LLC (previously remitted).

Great Lakes Metal Finishing, LLC is requesting that the City establish a Plant Rehabilitation District, as well as approve the attached Form 1012.

Please contact me or Elizabeth Hitchingham at 517-789-8900 should you have questions.

Thank you



Patrick Walz

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Andrew J. Wrozek Jr.</i>	Date received by Local Unit <i>4/22/13</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Great Lakes Metal Finishing LLC		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 332810	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 120 S Dwight Street; Jackson MI 49203		▶ 1d. City/Township/Village (indicate which) City of Jackson	▶ 1e. County Jackson
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		▶ 3a. School District where facility is located Jackson Public	▶ 3b. School Code 38170
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Great Lakes Metal Finishing LLC is purchasing additional personal property to expand current operations.

6a. Cost of land and building improvements (excluding cost of land)	▶ _____ Real Property Costs
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$200,000.00
6b. Cost of machinery, equipment, furniture and fixtures	▶ _____ Personal Property Costs
* Attach itemized listing with month, day and year of beginning of installation, plus total	▶ \$200,000.00
6c. Total Project Costs	▶ _____ Total of Real & Personal Costs
* Round Costs to Nearest Dollar	

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶ _____	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶ _____	2/15/13	2/15/15	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 6	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 13
---	--

11. Rehabilitation applications only. Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

▶ 12a. Check the type of District the facility is located in: applying for Rehab district

Industrial Development District Plant Rehabilitation District

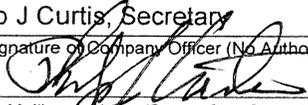
▶ 12b. Date district was established by local government unit (contact local unit) to be established	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

CLIENT'S COPY

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Patrick Walz	13b. Telephone Number (517) 789-8900	13c. Fax Number (517) 789-6477	13d. E-mail Address pwalz@bondcpa.com
14a. Name of Contact Person Philip J Curtis	14b. Telephone Number (517) 787-9481	14c. Fax Number (517) 787-5622	14d. E-mail Address pjcurtis@curtiscurtislaw.com
▶ 15a. Name of Company Officer (No Authorized Agents) Philip J Curtis, Secretary			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 787-5622	15d. Date 4/21/13
▶ 15e. Mailing Address (Street, City, State, ZIP Code) PO Box 766, Jackson MI 49204		15f. Telephone Number (517) 787-9481	15g. E-mail Address pjcurtis@curtiscurtislaw.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

EXPECTED DATE COST

PERSONAL PROPERTY:

MACHINERY AND EQUIPMENT

Anodize Equipment

Electrical Hookup	6/30/2013	\$1,100
Additional dye tanks	6/30/2013	\$13,500
Additional anodize tank	6/30/2013	\$16,875
Reconfigure line	6/30/2013	\$7,500
New containment pan	6/30/2013	\$10,000
Support structure for new line	6/30/2013	\$3,000
Electrical hookup	6/30/2013	\$1,500
Ventilation	6/30/2013	\$10,000
Miscellaneous machinery	6/30/2013	\$10,810

Phosphate equipment

Ventilation	6/30/2013	\$10,000
Electrical Hookup	6/30/2013	\$1,100
Drying Oven	6/30/2013	\$11,600
Chemical & rinse tanks	6/30/2013	\$15,000
New containment pan	6/30/2013	\$8,000
Support structure for new line	6/30/2013	\$2,000
Electrical hookup	6/30/2013	\$1,000
Miscellaneous machinery	12/31/2014	\$7,600

Grit Blast Equipment

Room	6/30/2013	\$3,525
Electrical Hookup	6/30/2013	\$1,100
Blast equipment	6/30/2013	\$14,865

Dri-Film Equipment

	6/30/2013	
Room	6/30/2013	\$3,525
Booth	6/30/2013	\$2,500
Electrical Hookup	6/30/2013	\$1,100
Spray equipment	6/30/2013	\$1,200
Drying Oven	6/30/2013	\$11,600
Miscellaneous machinery	6/30/2013	<u>\$5,000</u>

Total Machinery and Equipment

\$175,000

FURNITURE AND FIXTURES

Cabinetry, etc	6/30/2013	<u>\$25,000</u>
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Total Furniture and Fixtures

\$25,000

PERSONAL PROPERTY

\$200,000

TOTAL PROPERTY

\$200,000

Schedule 1.4

Real Estate Description

Land situated in the City of Jackson, County of Jackson, State of Michigan,
to-wit:

Lots 7, 8 and 9, Block 21, East Addition #5 to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 8, Jackson County Records.

Also: Commencing at the Northeast corner of Lot 9, Block 21, East Addition #5, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 8, Jackson County Records; thence North 40.0 feet; thence West 132.0 feet; thence South 40.0 feet; thence East 132.0 feet to the place of beginning, being in Section 36, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan. Subject to existing restrictions, easements, rights-of-way and zoning laws of record affecting the use of the property. (Commonly known as 120 S. Dwight Street, Jackson, Michigan) (Tax Computer No. 6-0815.1 and P-27832)

NET LEASE

IT IS HEREBY AGREED by and between **GLMF Real Estate, LLC**, a Michigan limited liability company, ("Lessor"), and **Great Lakes Metal Finishing, LLC**, a Michigan limited liability company ("Lessee"), as follows:

The Lessor, in consideration of the rents and covenants herein specified, does hereby let and lease to the Lessee the following described premises situated in the City of Jackson, County of Jackson, to-wit ("Premises"):

See Exhibit "A" attached hereto and made a part herewith.

Premises known as 120 S. Dwight Street, Jackson, Michigan, for the term commencing January 1, 2013, and ending December 31, 2013, on the terms and conditions hereinafter mentioned, to be occupied for the general business of operating a metal finishing business.

PROVIDED that in case any rental shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the Lessor, its certain attorneys, successors and assigns, to re-enter into and repossess the Premises and the Lessee and each and every other occupant, to remove and put out.

The Lessee does hereby hire the Premises for the 12 month term as above mentioned, and does covenant and promise to pay to the Lessor, or its, representatives and assigns, for rent of the Premises for said term, the sum of \$60,000 payable as follows: \$5,000 on January 1, 2013, and \$5,000 on the 1st day of each subsequent month during the term of this Lease.

Lessee shall have the option to renew this Lease for 12 additional one year terms after the expiration of the original term of the Lease provided it is not in default under any terms

of this Lease. If the Lessee is desirous of renewing this Lease for such additional one year periods, it is to give notice in writing to the Lessor at least 90 days prior to the expiration of the original term of this Lease or any renewal term. Any such renewal period shall be upon the same terms and conditions as heretofore set forth in this Lease except for the amount of rental, which rental shall be negotiated annually.

The Lessee further covenants that it will not assign or transfer this Lease or sublet the Premises, or any part thereof, without first obtaining written consent of the Lessor.

The Lessee further covenants and agrees that it will, at its own expense, during the continuance of this Lease, keep the Premises and every part thereof, in as good repair as when taken, reasonable use and wear thereof and damage by the elements excepted, and at the expiration of the term, yield and deliver up the Premises in like condition as when taken, reasonable use and wear thereof, and damage by the elements excepted.

The Lessee further agrees to pay all expenses that would be incurred by said party if it were the owner of the Premises including, but not limited to, real estate taxes, gas, electric, water, sewage and any and all utility bills, costs of repair and maintenance of the building and grounds, and any and all other expenses that are incurred due to the use of the Premises.

The Lessor covenants and agrees that the Lessee, on paying the aforesaid rentals and performing all of the covenants aforesaid to be performed by it, shall and may peacefully and quietly have, hold and enjoy the Premises for the term aforesaid.

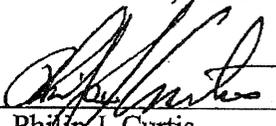
The covenants, conditions and agreements made and entered into by the parties hereto are declared binding upon them and the survivors of them, and their respective heirs, representatives and assigns, but nothing in this paragraph contained shall alter or modify the nonassignment clause, heretofore set forth in this Lease.

The parties hereto further agree that if for any reason the Lessee corporation shall be dissolved during the term of this Lease, the Lease will be automatically terminated and no further rental payments will be due by the Lessee and the Lessee will deliver up the Premises to the Lessor.

The parties hereto have caused these presents to be signed this 31st day of December, 2012.

Lessor:

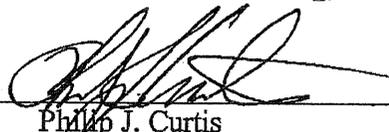
GLMF Real Estate, LLC

By: 
Philip J. Curtis

Its: Manager

Lessee:

Great Lakes Metal Finishing, LLC

By: 
Philip J. Curtis

Its: Manager

Prepared By:
Philip J. Curtis
Curtis & Curtis, P.C.
120 W. Michigan Ave., Suite 1500
P.O. Box 766
Jackson MI 49204-0766
517-787-9481

EXHIBIT A

Land situated in the City of Jackson, Jackson County, Michigan, to-wit:

Lots 7, 8 and 9, Block 21, East Addition #5 to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 8, Jackson County Records.

Also: Commencing at the Northeast corner of Lot 9, Block 21, East Addition #5, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 8, Jackson County Records; thence North 40.0 feet; thence West 132.0 feet; thence South 40.0 feet; thence East 132.0 feet to the place of beginning, being in Section 36, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan. Subject to existing restrictions, easements, rights-of-way and zoning laws of record affecting the use of the property. (Commonly known as 120 S. Dwight Street, Jackson, Michigan) (Tax Computer No. 6-0815.1 and P-27832)

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, Act 198 of the Public Acts of 1974, as amended, was enacted for the purpose of stimulating economic development in the state by providing tax benefits to industry through the establishment of Plant Rehabilitation Districts and Industrial Development Districts; and

WHEREAS, the Jackson City Council, acting under the authority of said Act, did on June 25, 2013, create by resolution Industrial Development District No. 95, which includes property located at 120 South Dwight Street, Jackson, Michigan, as particularly described in said resolution; and

WHEREAS, pursuant to the provision of said Act, Great Lakes Metal Finishing, LLC, filed on April 22, 2013, an application for an Industrial Facilities Exemption Certificate for a facility located within said district for 12 years; and

WHEREAS, the applicant has complied with the applicable requirements contained in Section 5 and 9 of the Act; and

WHEREAS, the applicant and the City have executed a letter of agreement regarding Act 334 of 1993 and an affidavit in accordance with State Tax Commission Bulletin No. 3; and

WHEREAS, notice of receipt of the application has been given in writing to the Assessor of the City of Jackson and to the legislative body of each taxing unit which levies ad valorem property taxes in the City of Jackson; and

WHEREAS, a public hearing on said application was held on July 16, 2013; and

WHEREAS, the Jackson City Council has determined that the granting of an Industrial Facilities Exemption Certificate, considered with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operation of the local government unit or impairing the financial soundness of the taxing unit which levies an ad valorem property tax in the City of Jackson; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Jackson, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council hereby approves this application for 12 years after project completion and directs the City Clerk to so certify and to forward a copy to the State Tax Commission for consideration by that body.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrew J. Wrozek, Jr., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on July 16, 2013

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 17th day of July, 2013.

Martin J. Griffin, Mayor

Andrew J. Wrozek, Jr., City Clerk

INDUSTRIAL FACILITIES TAX EXEMPTION AGREEMENT

AGREEMENT made this _____ day of _____, 20____, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "City"); and **Great Lakes Metal Finishing, LLC**, a Michigan corporation, with offices located at 120 S. Dwight Street, City of Jackson, Jackson County, Michigan (hereinafter "Applicant").

WHEREAS, the City has received an application from Applicant for the issuance of an Act 198 Tax Exemption Certificate for its Expansion/Renovation _____ (describe project) (the "Project") that was established as an Industrial Development District (the "District") by the City of Jackson on April 22, 2013 _____; and

WHEREAS, Public Act 334 of 1993 requires a written agreement between the City and the Applicant before an Industrial Facilities Exemption Certificate can be approved by the Michigan Department of Treasury;

NOW, THEREFORE, in consideration of the approval of the Industrial Facilities Exemption Certificate, it is hereby agreed by and between the parties hereto as follows:

1. The Applicant, as a result of said improvements, shall use its best efforts to create not less than 13 new full time equivalent jobs and relocate and retain not less than 6 full time equivalent existing jobs from its current location within two years after the completion of its Project.

2. Applicant expects that the costs of the improvements proposed to be constructed on the basis of which the Industrial Facilities Exemption Certificate is issued, shall be within 10 percent (10%) of the estimated amount stated in the Applicant's application for the certificate.

3. The Applicant will not cease its operations within the District prior to the termination of the Industrial Facilities Exemption Certificate without a transfer of the certificate being approved by the City to a third party that continues adequate operations within the District or elsewhere in the City with the City's approval. Applicant will not become delinquent in payment of taxes owing under this certificate.

4. The parties agree that the City, in approving the tax abatement, has relied on the good faith of Applicant's estimates and expectations described in its application. The parties agree that exclusive jurisdiction to resolve any disputes in this Agreement shall be in Jackson County, Michigan. The City's exclusive remedy for a default shall be the right to request that the State Tax Commission either reduce the term of, or revoke, the abatement prospectively except that for a default in section 3, the Applicant shall repay the City all abated taxes which previously benefited the Applicant for disbursement proportionately to all taxing units having taxing jurisdiction over the improvements, plus all accrued interest, penalties and administration fees applicable to this exemption in the same amount as would be collected if this tax were considered delinquent and the City may, at its option, seek repayment of the taxes as allowed under section 21(2) of the tax abatement statute, MCLA 207.571(2).

The City shall not seek any remedy under this section 4 until after all of the following have occurred:

- a. The City shall have given written notice to the Applicant declaring a default and specifying the manner in which the Applicant is in default. Before a default is declared, the City and the Applicant shall meet informally with appropriate representatives to discuss the claimed default and how it may be cured.

b. The Applicant has not cured that default within thirty (30) days after receiving the notice, except that if the Applicant is diligently pursuing a cure, this thirty (30) day period shall automatically be extended for an additional thirty (30) days, and further extensions of this time period may be made only upon mutual agreement of the parties.

The parties acknowledge that certain conditions beyond Applicant's control may prevent Applicant from being able to make the capital investment, create or retain jobs or comply with other conditions in this Agreement. Therefore, Applicant shall not be in default to the extent the Applicant clearly shows, to the satisfaction of the City, that the failure was caused by unfavorable economic or other business conditions, loss of business, or some other reason beyond the actual or foreseeable control of Applicant.

5. Any payments due under Paragraph 4 above may be collected by either court proceedings or by adding to the next taxes due against the Applicant's property on the next tax roll of the City.

6. It is understood that the City of Jackson encourages the Applicant to review job applications of city residents, prior to filling new jobs in its facilities. Applicant will use its best efforts to employ City residents.

7. The Applicant further agrees that it shall submit annual reports to the City and the City Assessor setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the application for the Industrial Facilities Exemption Certificate.

8. The Applicant further agrees that during the term of the certificate, the Applicant shall not discriminate against any person on the basis of race, creed, color, sex, religious orientation, age, or other criteria not reasonably related to any jobs created as part of the grant of this tax abatement.

9. The Applicant further agrees that if Applicant ceases its use of the Project, and another entity asks the City for a transfer of the abatement, the Applicant will cooperate with the City

regarding the transfer by advising the transferee or new owner of the terms and conditions of this Agreement and by assisting the City to obtain the signature of the authorized agent of the transferee or new owner on this Agreement or one substantively the same.

10. This Agreement contains all of the terms of the agreement between the parties with respect to its subject matter and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Signed in the presence of:

CITY OF JACKSON

By _____

Its: Mayor _____

Joanne Gancos

APPLICANT

By 

Philip J. Curtis

Its Secretary/Treasurer

FISCAL STATEMENT FOR TAX ABATEMENT REQUEST SUMMARY INFORMATION

This form is issued under authority of P.A. 198 of 1974,
as amended. Filing is voluntary.

Revenue	One Year After Construction is Done	After 5 Years	After 15 Years
1. Revenue from proposed property (from page 2, line 1).....	705	425	424
2. Revenue from related development (from page 2, line 2).....			
3. TOTAL (Add lines 1 and 2).....			
Cost			
4. Roads (from page 3, line 6).....			
5. Sewer (from page 4, line 10).....			
6. Storm Drains (from page 5, line 14).....			
7. Water Systems (from page 6, line 18).....			
8. Police Personnel (Enter "total annual cost" from page 7, line 20).....			
9. Police Equipment (from page 7, line 22).....			
10. Police Buildings (from page 7, line 24).....			
11. Fire Personnel (Enter "total annual cost" from page 8, line 26).....			
12. Fire Equipment (from page 8, line 28).....			
13. Fire Buildings (from page 8, line 30).....			
14. Other Costs (from page 9, line 31).....			
15. TOTAL COST (Add lines 4 through 14).....			

FISCAL STATEMENT FOR TAX ABATEMENT REQUEST - DETAIL

File this form with your application for a tax abatement, unless you have already filed it. Your application cannot be processed without this information.

You must complete all sections of this form. Attach additional pages whenever you need more space. Carry all results to page 1 of this form.

Estimated Average Annual Revenue

1. What is the expected annual change in revenue for your local unit because of the proposed property? Include in these figures the expected increase (or decrease) in property taxes due to the addition of the proposed property to the tax base, the change in the value of surrounding property, and in income tax revenue as a result of the proposed property.

One Year After Construction is Done	After 5 Years	After 15 Years
705	425	424

2. What is the expected annual change in revenue for your local unit because of related development expected from the proposed property? Include in these figures the expected increase (or decrease) in property taxes due to the addition of the new development to the tax base when constructed, the change in the value of surrounding property, and in income tax revenues as a result of the expected development.

One Year After Construction is Done	After 5 Years	After 15 Years

Applicant Name
Great Lakes Metal Finishing, LLC

Fiscal Statement (to be completed by local unit)

- | | YES | NO |
|--|-------------------------------------|-------------------------------------|
| Is this project: | | |
| Real Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Personal Property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Both Real and Personal Property - New Facility? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Both Real and Personal Property - Rehabilitation Facility? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Both New and Replacement Facility? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Estimated Project Investment (not assessed value):

Real Property	Personal Property \$200,000.00	Total \$200,000.00
---------------	--	------------------------------

- | | YES | NO | REMARKS |
|--|-------------------------------------|-------------------------------------|---------|
| 1. A. Has the proper local authority reviewed the plan? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____ |
| B. Is the project located in a certified industrial park? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| C. Is this a renovation or expansion of an existing building? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 2. Will this project require improvement of your road service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 3. Will this project require improvement of your sanitary sewer services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 4. Will this project require improvement of your storm sewer services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 5. Will this project require improvement of your water services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 6. Will this project require additional police personnel, police equipment or a need for new police building expansion? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 7. Will this project require the need for additional fire personnel, additional or specialized fire equipment or the need for a new fire building? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 8. Will this project require other costs? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |
| 9. Are costs of infrastructure elements to be provided through Local Development Finance Authority or Tax Increment Finance Authority Bonds? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ |

If you answered yes to any of questions 2 through 8, the appropriate sections of the Supplement to Fiscal Statement form must be completed and accompany the IFT application. Call (517) 373-3272 to obtain that form.

LOCAL UNIT CERTIFICATION

This is to certify that the following has been provided as accurately as possible.

Signature	Name and Title of Local Governmental Unit Official Andrew J. Wrozek, Jr. City Clerk
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Andrew J. Wrozek, Jr.
City Treasurer/City Clerk

161 W. Michigan Avenue - Jackson, MI 49201
Treasurer (517)788-4043 • Income Tax Office (517)788-4044 • Clerk (517) 788-4025

CITY COUNCIL MEETING
July 16, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrew J. Wrozek, Jr., City Treasurer/City Clerk

SUBJECT: Adoption of Ordinance No. 2013.15

RECOMMENDATION:

Final adoption of Ordinance No. 2013.15 to repeal existing Chapter 18, Article VII, Section 18-183 of the City of Jackson Code of Ordinances ("Fireworks") and to adopt new sections 18-186 through 18-195 in Chapter 18, Article VII to provide for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act, MCL 28.451 et seq., as amended

Attached please find Ordinance 2013.15 approved by the Council at the June 25, 2013 meeting. Please consider adoption of the ordinance.

C: City Manager

ORDINANCE NO. 2013- 15

An Ordinance to repeal existing Chapter 18, Article VII, Section 18-183 of the City of Jackson Code of Ordinances (“Fireworks”) and to adopt new sections 18-186 through 18-195 in Chapter 18, Article VII to provide for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act, MCL 28.451 et seq., as amended.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Section 18-186. Short Title. This ordinance shall be known and may be cited as the “Jackson 2013 Fireworks Ordinance.”

Section 2. Section 18-187. Statement of Purpose. This is an ordinance to provide for the regulation of the ignition, discharge, and use of consumer fireworks, as allowed under the Fireworks Safety Act, M.C.L. 28.451 et seq., as amended.

Section 3. Section 18-188. Definitions. As used in this ordinance, the following terms shall be defined as follows:

- (A) “APA standard 87-1” means 2001 APA standard 87-1, standard for construction and approval for transportation of fireworks, novelties, and theatrical pyrotechnics, published by the American pyrotechnics Association of Bethesda, Maryland.
- (B) “Consumer Fireworks” means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2., 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.
- (C) “Fireworks” means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation.
- (D) “Low-impact fireworks” means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.
- (E) “Minor” means an individual who is less than 18 years of age.
- (F) “National holiday” means the following legal public holidays:
 - (1) New Year's Day, January 1.
 - (2) Martin Luther King Day, third Monday in January.
 - (3) President's Day, third Monday in February.

- (4) Memorial Day, last Monday in May.
- (5) Independence Day, July 4.
- (6) Labor Day, first Monday in September.
- (7) Columbus Day, second Monday in October.
- (8) Veterans Day, November 11.
- (9) Thanksgiving Day, fourth Thursday in November.
- (10) Christmas Day, December 25.

Section 4. Section 18-189. Ignition Discharge and Use of Consumer Fireworks. A person shall not ignite, discharge, or use consumer fireworks, except on the day preceding, the day of, or the day after a national holiday. Provided, however, said consumer fireworks shall not be ignited, discharged, or used between the hours of 1:00 a.m. and 8:00 a.m. on those days.

Section 5. Section 18-190. Possession of Consumer Fireworks by Minor. A minor shall not possess consumer fireworks.

Section 6. Section 18-191. Determination of Violation; Seizure. If a police officer determines that a violation of this ordinance has occurred, the officer may seize the consumer fireworks as evidence of the violation.

Section 7. Section 18-192. Penalty.

- (A) A violation of Section 18-189 of this ordinance is a civil infraction, punishable by a civil fine of up to \$500.00.
- (B) Other than Section 18-189, a violation of any other section of this ordinance is a misdemeanor punishable as provided in Section 1-18 of this Code.

Section 8. Section 18-193. Severability. If any section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Section 18-194. Savings. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

Section 10. Section 18-195. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect. The current Chapter 18 "Fireworks" Section 18-183 is repealed in its entirety.

Section 11. Effective Date. This Ordinance takes effect thirty (30) days from the date of adoption.



Andrew J. Wrozek, Jr.
City Treasurer/City Clerk

161 W. Michigan Avenue - Jackson, MI 49201
Treasurer (517)788-4043 • Income Tax Office (517)788-4044 • Clerk (517) 788-4025

CITY COUNCIL MEETING
July 16, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Andrew J. Wrozek, Jr., City Treasurer/City Clerk

SUBJECT: Adoption of Ordinance No. 487

RECOMMENDATION:

Final adoption of Ordinance No. 487 an ordinance to provide for a service charge in lieu of taxes for a proposed multiple-family dwelling project for elderly persons of low income to be financed or assisted pursuant to provisions of the State Housing Development Authority Act of 1966, as amended.

Attached please find Ordinance 487 approved by the Council at the June 25, 2013 meeting. Please consider adoption of the ordinance.

C: City Manager

OFFICE OF THE

Bethany M. Smith
Interim City Attorney

Gilbert W. Carlson
Assistant City Attorney



161 West Michigan Avenue
Jackson, MI 49201
(517) 788-4050
(517) 788-4023
Fax: (866) 971-2117

CITY ATTORNEY

**CITY COUNCIL MEETING
JULY 16, 2013
OTHER BUSINESS**

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, Interim City Attorney *BS*

DATE: July 11, 2013

SUBJECT: Payment in Lieu of Taxes Ordinance (PILOT) for Otsego Apartments.
Second reading changes.

RECOMMENDATION: Approve the Ordinance granting a PILOT to Otsego Apartments.

Attached please find an Ordinance that would grant a Payment in Lieu of Taxes (PILOT) tax exemption to Otsego Apartments located at 102 Francis Street. Otsego Elderly Limited Dividend Housing Association, LLC is the owner of Otsego Apartments. The Otsego Apartments development is used for the housing of low income elderly and disabled persons. The owner wishes to rehabilitate the housing development and would be greatly assisted in its ability to obtain federal financing for the project if the City of Jackson were to grant a PILOT in favor of Otsego Elderly Limited Dividend Housing Association, LLC.

Contemporaneously with passage of this Ordinance, the owner of Otsego Apartments will enter into a Development Agreement whereby the Owner will agree to bring the housing development in compliance with the City of Jackson Code of Ordinances. A copy of the proposed Development Agreement is attached to the Ordinance as Exhibit B.

This Ordinance came before Council for a first reading on June 25, 2013. Several changes have been made to the Development Agreement. The changes are marked on the black-lined copy attached. Most changes were made to dates for compliance and the planting of street trees. The changes are minor compared to the last version of the Development Agreement that was provided to Council.

The requisite action is to approve the Ordinance as revised.

If Council has any questions, please feel free to contact me.

Cc w/att: Patrick Burtch, City Manager

ORDINANCE 487

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A PROPOSED MULTIPLE-FAMILY DWELLING PROJECT FOR ELDERLY PERSONS OF LOW INCOME TO BE FINANCED OR ASSISTED PURSUANT TO PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, AS AMENDED.

WHEREAS, the City of Jackson has received an offer from the Otsego Elderly Limited Dividend Housing Association, LLC, a limited partnership organized under the laws of the State of Michigan and in accordance with Chapter 7 of the State Housing Development Authority Act of 1966, as amended, to acquire and rehabilitate a housing development for elderly persons of low income, which offer is subject to the offeror's receipt of a mortgage loan from the Michigan State Housing Development Authority and/or a HUD insured mortgage loan; and

WHEREAS, the offer provides that it may be accepted by the enactment of a tax exemption ordinance providing for the payment of a service charge in lieu of property taxes of the class of housing development;

NOW, THEREFORE, THE CITY OF JACKSON ORDAINS:

Section 1. Definitions. As used in this ordinance:

- A. "Act" means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL 125.1401, et seq; MSA 16.114(1), et seq.);
- B. "Authority" means the Michigan State Housing Development Authority;
- C. "Contract rents" shall have the same meaning as the term is assigned in Parts 883 and 881, Title 24 of the Code of Federal Regulations;
- D. "Elderly" means an elderly family as that term is defined in Part 812, Title 24 of the Code of Federal Regulations or, if only Authority financing is used, as that term is defined in the Act;
- E. "Housing Development" means a rehabilitation or construction project which contains a significant element of housing for persons of low income and elements of other housing and commercial, recreational, industrial, communal, and educational facilities which the Authority determines improve the quality of development as it relates to housing persons of low income;
- F. "Mortgage Loan" means a loan to be made by the Authority or made by a private lender and insured by HUD to the Sponsor for the acquisition, rehabilitation and/or permanent financing of a housing development;

- G. "Sponsor" means the Otsego Elderly Limited Dividend Housing Association, LLC, a limited liability company organized under the laws of the State of Michigan and pursuant to Chapter 7 of the Act;
- H. "Utilities" means amounts paid for fuel, water, sanitary and storm sewer, and/or electrical service utilized by the housing development.
- I. "HUD" means the U.S. Department of Housing and Urban Development.

Section 2. Preamble. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966, as amended. The City is authorized by the Act to establish or change the service charge to be paid in lieu of taxes by any or all class of housing exempt from taxation under the Act at any amount not exceeding the taxes that would be paid but for the Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemptions therefor is a valid public purpose. It is further acknowledged that the continuance of the provisions of this ordinance for tax exemptions and the service charge in lieu of taxes during the period hereinafter contemplated are essential to the determination of economic feasibility of the Housing Development herein referenced which is constructed and financed in reliance thereon. It is further acknowledged that the Otsego Elderly Limited Dividend Housing Association, LLC has offered, subject to the receipt of a Mortgage Loan from the Authority or a mortgage loan made by a private lender and insured by HUD, to own, rehabilitate and operate a Housing Development identified as Otsego Apartments on certain property located at Francis Street and Michigan Avenue in the City of Jackson, to serve elderly persons of low income, and that Otsego Elderly Limited Dividend Housing Association, LLC has offered to pay the City on account of the elderly portion of that Housing Development an annual service charge for public services in lieu of all taxes.

Section 3. Class of Housing Development. It is hereby determined that the class of Housing Development to which the tax exemption recognized herein shall apply, and for which a service charge shall be paid in lieu of taxes, is a Housing Development for elderly persons of low income, which development is financed or assisted pursuant to the Act. It is further determined that the Otsego Apartments Housing Development is of that class.

Section 4. Exemption. The Housing Development identified as Otsego Apartments, and the property on which it is located, said property consisting of the lands described in the attached Exhibit A, is hereby determined to be exempt from all real and personal property taxes, pursuant to the Act. The City acknowledges that the Sponsor and the Authority and/or HUD have established the economic feasibility of the Housing Development in reliance upon the enactment

and continuing effect of this ordinance and the qualifications of the Housing Development for exemption from all property taxes and the payment of a service charge in lieu thereof.

Section 5. Establishment of a Service Charge. In consideration of the Sponsor's offer, which is subject to the receipt of a Mortgage Loan from the Authority and/or a mortgage loan from a private lender insured by HUD to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all property taxes on the Housing Development. The Sponsor agrees to pay the service charge as provided in this ordinance and under the Act. The annual service charge for the Housing Development and the property on which it is located, which property is described in attached Exhibit A, shall be five percent (5%) of the difference between contract rents actually collected, and utilities. The annual service charge shall be payable in the same manner as general property taxes are payable to the City, except that the annual payment shall be paid on or before June 1 of each year.

Section 6. Duration. The tax exemption recognized herein shall not be withdrawn, and the service charge established herein shall not be changed by the City, so long as the Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, but not more than fifty (50) years; provided, that:

- A. Sponsor annually files with the City Assessor a certified notification of exemption, as required by Section 15a(1) of the Act; and
- B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the Housing Development which is occupied by other than elderly persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the Housing Development if the Housing Development were not exempt; and
- C. Acquisition of the Housing Development commences within one (1) year of the effective date of this ordinance.

Section 7. Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, a contract between the City of Jackson and the Sponsor is hereby effected to provide tax exemption and accept payment in lieu thereof as previously described with the Authority and HUD third party beneficiaries thereunder.

Section 8. Development Agreement. Contemporaneously with the passage of this Ordinance, the City and the Sponsor have entered into a Development Agreement whereby the City has agreed to allow Sponsor additional time to comply with various sections of the City of Jackson Code of Ordinances, and agreed to passage of this Ordinance based on the Sponsors agreement to make certain improvements to the Housing Development and to provide housing to elderly persons of low income. Default in the terms of the Development Agreement shall result in repeal of this Ordinance. A copy of the Development Agreement is attached as Exhibit B and incorporated herein by reference.

Section 9. Severability. The various sections and provisions of this ordinance shall be deemed to be severable, and should any section or provision of this ordinance be declared by any court of competent jurisdiction to be unconstitutional and invalid, the same shall not affect the validity of the ordinance as a whole or any section or provision hereof other than the sections or provisions so declared to be unconstitutional or invalid.

Section 10. Effective Date. This ordinance shall become effective thirty (30) days from the date of its adoption. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of their conflict.

Exhibit A

Land in the City of Jackson, Jackson County, Michigan and described as follows,
to-wit:

That Part of Lots 7, 8 and 9, Block 1 South, Range 2 East, Village of Jacksonburgh (now City of Jackson), as recorded in Liber 4 of Plats, page 2, Jackson County Records, which is described as follows:

Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue; thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of Jacksonburgh (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, and also the place of beginning of this description; thence North $89^{\circ} 34' 44''$ East 97.10 feet along the South line of Michigan Avenue, thence South $46^{\circ} 08' 03''$ East 27.12 feet along the brick of a 5 story building, now standing, to the West line of Francis Street, as now established, thence South $1^{\circ} 17' 33''$ East 179.98 feet along the West line of Francis Street to a point North $1^{\circ} 17' 33''$ West 67.47 feet (67.4 feet per deed) from the North line of Courtland Street and to the North line of a brick building, now standing, thence South $88^{\circ} 31' 14''$ West 36.79 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 12.65 feet along the West line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along said brick building, thence North $0^{\circ} 25' 32''$ West 0.85 feet along said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along said brick building and said line extended to the East line of said 16.50 foot public alley and West line of Lot 9 at a point North $0^{\circ} 25' 32''$ West 50.25 (50.1 foot per deed) North of the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 215.98 feet along the East line of said 16.50 foot alley and the West line of Lots 7 and 9 to the place of beginning of this description.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken January 30, 1968.

Subject to an easement as set forth in instrument recorded September 20, 1966 in Liber 754, on page 62, Jackson County

Records, being re-described to coincide with new metes and bounds description above:

An easement for the purpose of ingress to and egress from the above described property. Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue, thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of the Village of Jacksonburgh, (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, thence continuing South $0^{\circ} 25' 32''$ East 202.33 feet along the East line of said 16.50 foot public alley and West line of Lots 7 and 9, Block 1 South, Range 2 East, to a point North $0^{\circ} 25' 32''$ West 63.90 feet from the North line of Courtland Street, said point being the place of beginning of this easement description; thence North $89^{\circ} 30' 24''$ East 82.46 feet to the West line of a brick building, now standing, thence South $0^{\circ} 25' 32''$ East 10.0 feet along the West line of said brick building, to the North line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along the North line of said brick building thence North $0^{\circ} 25' 32''$ West 0.85 feet along the West line of said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along the North line of said brick building and said line extended to a point on the East line of said 16.50 foot public alley and the West line of Lot 9, North $0^{\circ} 25' 32''$ West 50.25 feet from the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 13.65 feet along the East line of said 16.50 foot public alley and West line of Lot 9 to the place of beginning of this easement description.

And reserving unto the parties of the first part an easement over and across the Northernmost part of the above described property for the purpose of providing for the continued existence, use, and support of a fire escape on and from the building immediately adjacent on the North of said property.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken on January 30, 1968.

Land in the City of Jackson, Jackson County, Michigan and described as follows, to-wit:

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Lots 7, 8 and 9, Block 1 South, Range 2 East, Village of Jacksonburgh (now City of Jackson), as recorded in Liber 4 of Plats, page 2, Jackson County Records, which is described as follows:

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An easement for the purpose of ingress to and egress from the above described property. Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue, thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of the Village of Jacksonburgh, (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, thence continuing South $0^{\circ} 25' 32''$ East 202.33 feet along the East line of said 16.50 foot public alley and West line of Lots 7 and 9, Block 1 South, Range 2 East, to a point North $0^{\circ} 25' 32''$ West 63.90 feet from the North line of Courtland Street, said point being the place of beginning of this easement description; thence North $89^{\circ} 30' 24''$ East 82.46 feet to the West line of a brick building, now standing, thence South $0^{\circ} 25' 32''$ East 10.0 feet along the West line of said brick building, to the North line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along the North line of said brick building thence North $0^{\circ} 25' 32''$ West 0.85 feet along the West line of said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along the North line of said brick building and said line extended to a point on the East line of said 16.50 foot public alley and the West line of Lot 9, North $0^{\circ} 25' 32''$ West 50.25 feet from the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 13.65 feet along the East line of said 16.50 foot public alley and West line of Lot 9 to the place of beginning of this easement description.

And reserving unto the parties of the first part an easement over and across the Northernmost part of the above described property for the purpose of providing for the continued existence, use, and support of a fire escape on and from the building immediately adjacent on the North of said property.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken on January 30, 1968.

ORDINANCE
EXHIBIT B

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and Otsego Elderly Limited Dividend Housing Association, LLC, a Michigan limited liability company, whose address is c/o First Housing Corporation, 4275 Five Oaks Drive, Lansing, MI 48911 ("Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of an apartment complex in the City of Jackson, State of Michigan known as Otsego Apartments, which is more particularly described as:

(See Exhibit A, attached hereto and incorporated by reference)

Commonly known as 102 Francis Street, Jackson, Michigan ("the Property") that provides low income housing to senior citizens; and

WHEREAS the City has received an offer from the Developer to rehabilitate the housing development, which offer is subject to the Developer's receipt of a mortgage loan from the Michigan State Housing Development Authority and/or a HUD insured loan; and

WHEREAS, the Developer requested that the City issue a payment in lieu of taxes tax exemption to the Developer pursuant to the State Housing Development Authority Act, Public Act 346 of 1966, as amended (MCL 125.1401, et. seq.);

WHEREAS, the City desires that the Developer make certain improvements to the housing development in order to comply with the current City of Jackson Code of Ordinances;

WHEREAS, the City desires that Developer comply with certain registration and financial obligations imposed upon the Developer by the City of Jackson Code of Ordinances, Resolutions or regulations;

WHEREAS, part of the consideration to the City for this Development Agreement is Developer's promise to develop the Property to generate improvements to housing for low income senior citizens; and

WHEREAS, the parties desire to insure that the Development will take place, and set forth the terms of the Development.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEVELOPMENT CRITERIA.
 - A. CODE COMPLIANCE. Developer will operate and rehabilitate a housing development for low income senior citizens known as Otsego Apartments in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
 - B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, in a form acceptable to the City of Jackson Neighborhood and Economic Operations Department prior to the commencement of construction activities.

C. DEVELOPMENT SIZE and INVESTMENT. Developer will renovate the building on the Property to provide for the housing development known as Otsego Apartments. Development of the Property must rehabilitate and preserve seventy-six (76) low income rental units for low income senior citizens.

D. SPECIFIC DEVELOPMENT CRITERIA.

- i. "Commencement of the Development" means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, will be arranged, all site preparation completed, and actual physical Development activity is underway. Commencement of the Development shall be determined to be the date of the equity debt closings associated with the Development. "Completion of the Development" means that all repairs and rehabilitation set forth in the plans and specifications submitted by Developer to the City has been finalized and the structure on the Property is ready for use. City in its sole discretion shall determine whether Developer has completed the development of the Property.
- ii. Developer must comply with the following:
 - a). Developer must be in full compliance with all requirements of the City of Jackson Meterless Parking System and be current on all payments due pursuant to the Meterless Parking System within ninety (90) days from the date of execution of this Development Agreement;
 - b). Developer must be registered under the City of Jackson Non-owner Occupied Residential Property Registry within ninety (90) days from the date of the execution of this Development Agreement;
 - c). Developer must comply with all housing inspections required by the City of Jackson Code of Ordinances and Resolutions;
 - d). In addition to the landscaping standards set forth in the City of Jackson Code of Ordinances, prior to the completion of construction, Developer must plant four (4) street trees (or less if

it is not economically feasible due to the existence of underground utilities on the Francis Street side of the building) along the frontage of Michigan Avenue and Francis Street that have been provided with electrical power so as to illuminate tree lights which are required for each street tree. The steps needed to plant the street trees and provide electrical power are included on the attached Exhibit B including designation of which party to this Agreement is responsible for each step in the process;

- e). Developer must obtain City approval of building materials used and placement of building materials prior to any repair or rehabilitation of the Property;
- f). Developer and City will share the cost of repaving the alley abutting Developer's Property with the choice of materials to be made with the approval of City, provided however that Developer's share of the cost of repaving the alley shall not exceed Ten Thousand (\$10,000) Dollars.
- iii. Commencement of the Development must occur within two hundred and forty (240) days from the date of this Agreement; and
- iv. Completion of the Development must occur no later than December 31, 2016.

E. INSPECTIONS. The Developer must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

F. CITY'S DEVELOPMENTAL OBLIGATIONS. City shall agree to continue in effect a payment in lieu of taxes tax exemption on the terms set forth in the proposed Ordinance attached as Exhibit C.

3. **DEFAULT BY DEVELOPER.** Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and City has provided Developer with ten (10) days written notice of the default and the opportunity to cure such default, which shall not exceed thirty (30) days. Upon default and failure to cure by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above. If any default has not been cured within thirty (30) days of the delivery of the notice to the address of Developer specified in Paragraph 10, *infra*, this Agreement shall be null and void. Provided that Developer has been properly served with notice of default to the addresses provided herein, Developer must pay to City, within thirty (30) days of the passing of the applicable deadline, liquidated damages in the amount of One Hundred (\$100.00) Dollars per day for each day that Developer is in default of this Agreement, and/or One Hundred (\$100.00) Dollars per day for failure to comply with any City ordinance, resolution or regulation.

4. **TAXES, UTILITIES, AND ASSESSMENTS.** After execution of this Agreement and passage of the proposed Ordinance attached as Exhibit C, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Property when such become due.

5. **CHANGE OF OWNERSHIP INTEREST.** Except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, except for the admission of equity investor members or their affiliates, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.

6. TERM OF AGREEMENT. The term of this Agreement shall be thirty-five (35) years from the date of completion of construction, or until the Developer no longer has a payment in lieu of taxes tax exemption. The term of this Agreement may be extended by the mutual consent of both parties; provided however that this Agreement will not take effect unless the proposed ordinance attached as Exhibit B is passed by the City of Jackson City Council.
7. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
8. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
9. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
10. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

If to the City, to: City of Jackson
 161 West Michigan Avenue
 Jackson, Michigan 49201
 Attn: City Manager

With a copy to: City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Attorney

If to Developer, to: Otsego Elderly Limited Dividend Housing Assoc.
c/o First Housing Corporation
4275 Five Oaks Drive
Lansing, MI 48911

11. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

12. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
14. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
15. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
16. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
17. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2013.

THE CITY OF JACKSON

By _____
Martin J. Griffin, Mayor

By _____
Andrew J. Wrozek, Jr.,
City Treasurer/Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2013, by Martin J. Griffin 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 commission expires _____

OTSEGO ELDERLY LIMITED DIVIDEND
HOUSING ASSOCIATION, LLC,
a Michigan limited liability company

By: A&M Otsego, LLC, a Michigan limited liability
company
Its: Manager

By: Gleason E. Amboy
Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2013, by Gleason E. Amboy, as Manager of A&M Otsego, LLC, a Michigan limited liability company, Manager of Otsego Elderly Limited Dividend Housing Association, LLC, a Michigan limited liability company

_____, Notary Public
County, Michigan
My commission expires:

DEVELOPMENT
AGREEMENT
EXHIBIT **A**

Land in the City of Jackson, Jackson County, Michigan and described as follows, to-wit:

That Part of

Lots 7, 8 and 9, Block 1 South, Range 2 East, Village of Jacksonburgh (now City of Jackson), as recorded in Liber 4 of Plats, page 2, Jackson County Records, which is described as follows:

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And reserving unto the parties of the first part an easement over and across the Northernmost part of the above described property for the purpose of providing for the continued existence, use, and support of a fire escape on and from the building immediately adjacent on the North of said property.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken on January 30, 1968.

DEVELOPMENT
AGREEMENT
EXHIBIT **B**

STEPS IN THE PLANTING OF STREET TREES

The location of the tree will need to be approved by engineering and the planning director. If the tree is going to be installed by the City, DPW usually installs the trees and an electrical contractor will complete the electrical installation. If the tree is going to be installed by the Otsego Apartments they will have to hire contractors to install the tree and outlet and they will need to get a revocable license from engineering to install and maintain the tree in the public right-of-way.

1. The City or the Owner (or their representative) must provide a detailed drawing showing the location of the tree(s) on the site, details of concrete removal and replacement to match existing theme, tree curb/grate design and installation, tree planting, tree species and size in accordance with the zoning ordinance, trench for power to the outlet, electrical design from the power source to the outlet.
2. Contractor secures a permit and a revocable license from the engineering department for work in the City right of way.
3. Contractor must contact Miss Dig prior to beginning any concrete removal or excavations.
4. Contractor secures electrical permit for installation of electrical wiring and outlet.
5. Contractor removes applicable concrete to prepare for the installation of the tree and electrical outlet.
6. Contractor installs electrical wiring and devices.
7. Contractor installs the tree.
8. Contractor completes concrete work.
9. Inspections must be requested as required by the engineering and inspection departments.
10. The City will be responsible for connecting power to City power.
11. The City will be responsible for any fees related to ongoing power provision.
12. The City will be responsible for maintaining and/or replacing trees after installation.
13. The City will provide grates over the tree openings.

DEVELOPMENT
AGREEMENT
EXHIBIT C

PROPOSED ORDINANCE 2013 -

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A PROPOSED MULTIPLE-FAMILY DWELLING PROJECT FOR ELDERLY PERSONS OF LOW INCOME TO BE FINANCED OR ASSISTED PURSUANT TO PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, AS AMENDED.

WHEREAS, the City of Jackson has received an offer from the Otsego Elderly Limited Dividend Housing Association, LLC, a limited partnership organized under the laws of the State of Michigan and in accordance with Chapter 7 of the State Housing Development Authority Act of 1966, as amended, to acquire and rehabilitate a housing development for elderly persons of low income, which offer is subject to the offeror's receipt of a mortgage loan from the Michigan State Housing Development Authority and/or a HUD insured mortgage loan; and

WHEREAS, the offer provides that it may be accepted by the enactment of a tax exemption ordinance providing for the payment of a service charge in lieu of property taxes of the class of housing development;

NOW, THEREFORE, THE CITY OF JACKSON ORDAINS:

Section 1. Definitions. As used in this ordinance:

- A. "Act" means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL 125.1401, et seq; MSA 16.114(1), et seq.);
- B. "Authority" means the Michigan State Housing Development Authority;
- C. "Contract rents" shall have the same meaning as the term is assigned in Parts 883 and 881, Title 24 of the Code of Federal Regulations;
- D. "Elderly" means an elderly family as that term is defined in Part 812, Title 24 of the Code of Federal Regulations or, if only Authority financing is used, as that term is defined in the Act;
- E. "Housing Development" means a rehabilitation or construction project which contains a significant element of housing for persons of low income and elements of other housing and commercial, recreational, industrial, communal, and educational facilities which the Authority determines improve the quality of development as it relates to housing persons of low income;
- F. "Mortgage Loan" means a loan to be made by the Authority or made by a private lender and insured by HUD to the Sponsor for the acquisition, rehabilitation and/or permanent financing of a housing development;

- G. "Sponsor" means the Otsego Elderly Limited Dividend Housing Association, LLC, a limited liability company organized under the laws of the State of Michigan and pursuant to Chapter 7 of the Act;
- H. "Utilities" means amounts paid for fuel, water, sanitary and storm sewer, and/or electrical service utilized by the housing development.
- I. "HUD" means the U.S. Department of Housing and Urban Development.

Section 2. Preamble. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966, as amended. The City is authorized by the Act to establish or change the service charge to be paid in lieu of taxes by any or all class of housing exempt from taxation under the Act at any amount not exceeding the taxes that would be paid but for the Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemptions therefor is a valid public purpose. It is further acknowledged that the continuance of the provisions of this ordinance for tax exemptions and the service charge in lieu of taxes during the period hereinafter contemplated are essential to the determination of economic feasibility of the Housing Development herein referenced which is constructed and financed in reliance thereon. It is further acknowledged that the Otsego Elderly Limited Dividend Housing Association, LLC has offered, subject to the receipt of a Mortgage Loan from the Authority or a mortgage loan made by a private lender and insured by HUD, to own, rehabilitate and operate a Housing Development identified as Otsego Apartments on certain property located at Francis Street and Michigan Avenue in the City of Jackson, to serve elderly persons of low income, and that Otsego Elderly Limited Dividend Housing Association, LLC has offered to pay the City on account of the elderly portion of that Housing Development an annual service charge for public services in lieu of all taxes.

Section 3. Class of Housing Development. It is hereby determined that the class of Housing Development to which the tax exemption recognized herein shall apply, and for which a service charge shall be paid in lieu of taxes, is a Housing Development for elderly persons of low income, which development is financed or assisted pursuant to the Act. It is further determined that the Otsego Apartments Housing Development is of that class.

Section 4. Exemption. The Housing Development identified as Otsego Apartments, and the property on which it is located, said property consisting of the lands described in the attached Exhibit A, is hereby determined to be exempt from all real and personal property taxes, pursuant to the Act. The City acknowledges that the Sponsor and the Authority and/or HUD have established the economic feasibility of the Housing Development in reliance upon the enactment

and continuing effect of this ordinance and the qualifications of the Housing Development for exemption from all property taxes and the payment of a service charge in lieu thereof.

Section 5. Establishment of a Service Charge. In consideration of the Sponsor's offer, which is subject to the receipt of a Mortgage Loan from the Authority and/or a mortgage loan from a private lender insured by HUD to construct, own and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all property taxes on the Housing Development. The Sponsor agrees to pay the service charge as provided in this ordinance and under the Act. The annual service charge for the Housing Development and the property on which it is located, which property is described in attached Exhibit A, shall be five percent (5%) of the difference between contract rents actually collected, and utilities. The annual service charge shall be payable in the same manner as general property taxes are payable to the City, except that the annual payment shall be paid on or before June 1 of each year.

Section 6. Duration. The tax exemption recognized herein shall not be withdrawn, and the service charge established herein shall not be changed by the City, so long as the Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, but not more than fifty (50) years; provided, that:

- A. Sponsor annually files with the City Assessor a certified notification of exemption, as required by Section 15a(1) of the Act; and
- B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the Housing Development which is occupied by other than elderly persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the Housing Development if the Housing Development were not exempt; and
- C. Acquisition of the Housing Development commences within one (1) year of the effective date of this ordinance.

Section 7. Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, a contract between the City of Jackson and the Sponsor is hereby effected to provide tax exemption and accept payment in lieu thereof as previously described with the Authority and HUD third party beneficiaries thereunder.

Section 8. Development Agreement. Contemporaneously with the passage of this Ordinance, the City and the Sponsor have entered into a Development Agreement whereby the City has agreed to allow Sponsor additional time to comply with various sections of the City of Jackson Code of Ordinances, and agreed to passage of this Ordinance based on the Sponsors agreement to make certain improvements to the Housing Development and to provide housing to elderly persons of low income. Default in the terms of the Development Agreement shall result in repeal of this Ordinance. A copy of the Development Agreement is attached as Exhibit B and incorporated herein by reference.

Section 9. Severability. The various sections and provisions of this ordinance shall be deemed to be severable, and should any section or provision of this ordinance be declared by any court of competent jurisdiction to be unconstitutional and invalid, the same shall not affect the validity of the ordinance as a whole or any section or provision hereof other than the sections or provisions so declared to be unconstitutional or invalid.

Section 10. Effective Date. This ordinance shall become effective thirty (30) days from the date of its adoption. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of their conflict.

Exhibit A

Land in the City of Jackson, Jackson County, Michigan and described as follows,
to-wit:

That Part of Lots 7, 8 and 9, Block 1 South, Range 2 East, Village of Jacksonburgh (now City of Jackson), as recorded in Liber 4 of Plats, page 2, Jackson County Records, which is described as follows:

Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue; thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of Jacksonburgh (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, and also the place of beginning of this description; thence North $89^{\circ} 34' 44''$ East 97.10 feet along the South line of Michigan Avenue, thence South $46^{\circ} 08' 03''$ East 27.12 feet along the brick of a 5 story building, now standing, to the West line of Francis Street, as now established, thence South $1^{\circ} 17' 33''$ East 179.98 feet along the West line of Francis Street to a point North $1^{\circ} 17' 33''$ West 67.47 feet (67.4 feet per deed) from the North line of Courtland Street and to the North line of a brick building, now standing, thence South $88^{\circ} 31' 14''$ West 36.79 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 12.65 feet along the West line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along said brick building, thence North $0^{\circ} 25' 32''$ West 0.85 feet along said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along said brick building and said line extended to the East line of said 16.50 foot public alley and West line of Lot 9 at a point North $0^{\circ} 25' 32''$ West 50.25 (50.1 foot per deed) North of the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 215.98 feet along the East line of said 16.50 foot alley and the West line of Lots 7 and 9 to the place of beginning of this description.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken January 30, 1968.

Subject to an easement as set forth in instrument recorded September 20, 1966 in Liber 754, on page 62, Jackson County

Records, being re-described to coincide with new metes and bounds description above:

An easement for the purpose of ingress to and egress from the above described property. Commencing at the Northeast corner of Section 3, Town 3 South, Range 1 West, thence South $89^{\circ} 34' 44''$ West 178.91 feet along the North line of Section 3 and the center line of Michigan Avenue, thence South $0^{\circ} 25' 32''$ East 49.50 feet to the Northwest corner of Lot 7, Block 1 South, Range 2 East, Original Plat of the Village of Jacksonburgh, (now City of Jackson) said point being the intersection of the South line of Michigan Avenue and the East line of a 16.50 foot public alley, thence continuing South $0^{\circ} 25' 32''$ East 202.33 feet along the East line of said 16.50 foot public alley and West line of Lots 7 and 9, Block 1 South, Range 2 East, to a point North $0^{\circ} 25' 32''$ West 63.90 feet from the North line of Courtland Street, said point being the place of beginning of this easement description; thence North $89^{\circ} 30' 24''$ East 82.46 feet to the West line of a brick building, now standing, thence South $0^{\circ} 25' 32''$ East 10.0 feet along the West line of said brick building, to the North line of said brick building, thence South $89^{\circ} 55' 14''$ West 23.45 feet along the North line of said brick building thence North $0^{\circ} 25' 32''$ West 0.85 feet along the West line of said brick building, thence South $89^{\circ} 03' 44''$ West 34.35 feet along the North line of said brick building, thence South $0^{\circ} 25' 32''$ East 4.50 feet along the West line of said brick building, thence South $89^{\circ} 43' 44''$ West 24.65 feet along the North line of said brick building and said line extended to a point on the East line of said 16.50 foot public alley and the West line of Lot 9, North $0^{\circ} 25' 32''$ West 50.25 feet from the North line of Courtland Street, and thence North $0^{\circ} 25' 32''$ West 13.65 feet along the East line of said 16.50 foot public alley and West line of Lot 9 to the place of beginning of this easement description.

And reserving unto the parties of the first part an easement over and across the Northernmost part of the above described property for the purpose of providing for the continued existence, use, and support of a fire escape on and from the building immediately adjacent on the North of said property.

Bearings are based on the North line of Section 3, Town 3 South, Range 1 West, as being South $89^{\circ} 34' 44''$ West from a Polaris Observation taken on January 30, 1968.

BLACK-LINED VERSION

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and ~~Otsego~~ and Otsego Elderly Limited Dividend Housing Association, LLC, a Michigan limited liability company, ~~whose~~, whose address is c/o First Housing Corporation, 4275 Five Oaks Drive, Lansing, MI 48911 ("Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of an apartment complex in the City of Jackson, State of Michigan known as Otsego Apartments, which is more particularly described as:

(See Exhibit A, attached hereto and incorporated by reference)

Commonly known as 102 Francis Street, Jackson, Michigan ("the Property") that provides low income housing to senior citizens; and

WHEREAS the City has received an offer from the Developer to rehabilitate the housing development, which offer is subject to the Developer's receipt of a mortgage loan from the Michigan State Housing Development Authority and/or a HUD insured loan; and

WHEREAS, the Developer requested that the City issue a payment in lieu of taxes tax exemption to the Developer pursuant to the State Housing Development Authority Act, Public Act 346 of 1966, as amended (MCL 125.1401, et. seq.);

WHEREAS, the City desires that the Developer make certain improvements to the housing development in order to comply with the current City of Jackson Code of Ordinances;

WHEREAS, the City desires that Developer comply with certain registration and financial obligations imposed upon the Developer by the City of Jackson Code of Ordinances, Resolutions or regulations;

WHEREAS, part of the consideration to the City for this Development Agreement is Developer's promise to develop the Property to generate improvements to housing for low income senior citizens; and

WHEREAS, the parties desire to insure that the Development will take place, and set forth the terms of the Development.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEVELOPMENT CRITERIA.
 - A. CODE COMPLIANCE. Developer will operate and rehabilitate a housing development for low income senior citizens known as Otsego Apartments in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
 - B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, in a form acceptable to the City of Jackson Neighborhood and Economic Operations Department ~~no later than thirty (30) days from the date of execution of this Agreement and~~ prior to the commencement of construction activities.

C. DEVELOPMENT SIZE and INVESTMENT. Developer will renovate the building on the Property to provide for the housing development known as Otsego Apartments. Development of the Property must rehabilitate and preserve seventy-six (76) low income rental units for low income senior citizens.

D. SPECIFIC DEVELOPMENT CRITERIA.

- i. "Commencement of the Development" means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, will be arranged, all site preparation completed, and actual physical Development activity is underway. Commencement of the Development shall be determined to be the date of the equity debt closings associated with the Development. "Completion of the Development" means that all repairs and rehabilitation set forth in the plans and specifications submitted by Developer to the City has been finalized and the structure on the Property is ready for use. City in its sole discretion shall determine whether Developer has completed the development of the Property.
- ii. Developer must comply with the following:
 - a). Developer must be in full compliance with all requirements of the City of Jackson Meterless Parking System and be current on all payments due pursuant to the Meterless Parking System within ninety (90) days from the date of execution of this Development Agreement;
 - b). Developer must be registered under the City of Jackson Non-owner Occupied Residential Property Registry within ninety (90) days from the date of the execution of this Development Agreement;
 - c). Developer must comply with all ~~obtain all~~ housing inspections required by the City of Jackson Code of Ordinances and Resolutions;
 - d). In addition to the landscaping standards set forth in the City of Jackson Code of Ordinances, prior to the completion of

~~construction, within ninety (90) days of the execution of this Development Agreement, and in conjunction with the rehabilitation of the Project,~~ Developer must plant ~~four~~^{six} (46) street trees (or less if it is not economically feasible due to the existence of underground utilities on the Francis Street side of the building) along the frontage of Michigan Avenue and Francis Street that have been provided with electrical power so as to illuminate tree lights which are required for each street tree. The steps needed to plant the street trees and provide electrical power are included on the attached Exhibit B including designation of which party to this Agreement is responsible for each step in the process;

- e). Developer must obtain City approval of building materials used and placement of building materials prior to any repair or rehabilitation of the Property;
- f). Developer and City will share the cost of repaving the alley abutting Developer's Property with the choice of materials to be made with the approval of City, provided however that Developer's share of the cost of repaving the alley shall not exceed Ten Thousand (\$10,000) Dollars.
- iii. Commencement of the Development must occur within two hundred and forty (240) days from the date of this Agreement; and
- iv. Completion of the Development must occur no later than December 31, 2016.

E. INSPECTIONS. The Developer must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

members or their affiliates, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.

6. TERM OF AGREEMENT. The term of this Agreement shall be thirty-five (35) years from the date of completion of construction~~execution~~, or until the Developer no longer has a payment in lieu of taxes tax exemption. The term of this Agreement may be extended by the mutual consent of both parties; provided however that this Agreement will not take effect unless the proposed ordinance attached as Exhibit B is passed by the City of Jackson City Council.
7. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
8. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
9. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
10. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

If to the City, to: City of Jackson
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Manager

With a copy to: City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Attorney

If to Developer, to: Otsego Elderly Limited Dividend Housing Assoc.
c/o First Housing Corporation
4275 Five Oaks Drive
Lansing, MI 48911

11. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

12. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than

those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
14. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
15. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
16. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
17. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2013.

THE CITY OF JACKSON

By _____
Martin J. Griffin, Mayor

By _____
Andrew J. Wrozek, Jr.,
City Treasurer/Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2013, by Martin J. Griffin 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 commission expires _____

OTSEGO ELDERLY LIMITED DIVIDEND
HOUSING ASSOCIATION, LLC,
a Michigan limited liability company

By: A&M Otsego, LLC, a Michigan limited liability
company

Its: Manager

By: Gleason E. Amboy

Its: Manager

~~Managing Member of FHC Group, LLC, the
General Partner of Otsego Elderly
Limited Dividend Housing Association LLC~~

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____,
2013, by Gleason E. Amboy, as ~~Managing Member of~~ Manager of A&M Otsego, LLC, a
Michigan limited liability company, Manager of FHC Group, LLC, the General Partner of
Otsego Elderly Limited Dividend Housing Association, LLC, on behalf of Otsego Elderly
Limited Dividend Housing Association, LLC, a Michigan limited liability company.

, Notary Public
County, Michigan
My commission expires:

CITY OF JACKSON



MICHIGAN

Office of Mayor
Martin J. Griffin

161 W. Michigan Avenue
Jackson, MI 49201
Phone: (517) 788-4028
Fax: (517) 768-5820

CITY COUNCIL MEETING July 16, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg*
DATE: July 10, 2013
SUBJECT: September 24, 2013 City Council Meeting Date

RECOMMENDATION:

Approve the Mayor's recommendation to cancel the September 24, 2013 City Council meeting date at 6:30 p.m., and reschedule for September 17, 2013, 6:30 p.m.

Due to scheduling conflicts, I recommend that the City Council cancel the September 24, 2013 City Council meeting date, and reschedule the meeting for Tuesday, September 17, 2013, at 6:30 p.m.

Your consideration and approval is appreciated.

MJG:skh



City of Jackson

Department of Personnel & Labor Relations

Crystal Y. Dixon, Director

CITY COUNCIL MEETING
July 16, 2013

MEMO TO: Honorable Mayor and City Council Members

THRU: Patrick Burtch, City Manager

FROM: Crystal Y. Dixon, City/County Director of Human Resources **CYD**

SUBJECT: Request to Adopt a Resolution Amending the City's Cafeteria (Employee Flexible Benefit) Plan

RECOMMENDATION: To adopt a Resolution to Amend the City's Cafeteria (Employee Flexible Benefit) Plan, including a Dependent Care Flexible Spending Account and Health Flexible Spending Account to comply with federal health care reform mandates.

The City of Jackson must periodically update its Cafeteria (Employee Flexible Benefit) plan documents. Recent federal health care reform laws mandate that the Cafeteria Plan be updated and a resolution adopted by City Council to implement the amended plans.

Background Information:

The City, like most employers, offers Flexible Spending Accounts and Dependent Care Spending Accounts to eligible employees. These plans allow employees to direct their pre-tax earnings to a maximum mandated by the Internal Revenue Service to health accounts, allowing them to reimburse themselves for certain out of pocket medical and dependent care expenses.

Recent federal health care reform mandates that the legal plan documents be amended and that City Council, by resolution, approve the amended plan documents. Thank you for your consideration.

Recommended Action:

The requested action is to adopt the enclosed resolution.

Enclosures

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson wishes to amend its Cafeteria (Employee Flexible Benefit) Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending account effective 1/1/2013, and

WHEREAS, the aforementioned plans have been amended to comply with federal health care reform mandates;

NOW, THEREFORE, BE IT RESOLVED that the form of amended Cafeteria (Employee Flexible Benefit) Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective 1/1/2013, presented to this meeting is hereby approved and adopted and that an authorized representative of the City of Jackson is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan. The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of the City of Jackson Flexible Benefit Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrew J. Wrozek, Jr., City Clerk in and for the City of Jackson, County of Jackson and State aforesaid do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on July 16, 2013.

IN WITNESS WHEREOF, I have hereto affixed my Signature and Seal of the City of Jackson, Michigan, on this 16th day of July, 2013.

Andrew J. Wrozek Jr., City Treasurer/Clerk

EXHIBIT A

**Employee Flexible Benefit
Plan Document**

For

City of Jackson

**Original Issue Date
07/01/2008**

**Amended & Restated Effective
01/01/2013**

Third Party Administrator



BENEFIT MANAGEMENT, INC.

**100 S. Jackson, Suite 200
P.O. Box 189
Jackson, MI 49204
(800) 589-7660 or (517) 784-0535**

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**CITY OF JACKSON
FLEXIBLE BENEFIT PLAN**

INTRODUCTION

The Employer has amended this Plan effective 01/01/2013, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 07/01/2008. The Plan shall be known as City of Jackson Flexible Benefit Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means 07/01/2008.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the

Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Jackson and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning July 1 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

**ARTICLE III
CONTRIBUTIONS TO THE PLAN**

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

**ARTICLE IV
BENEFITS**

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to

participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in

legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

**ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT**

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500.00.

(b) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the

limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

(d) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the \$2,500 limit applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

6.8 QUALIFIED RESERVIST DISTRIBUTIONS

(a) **Qualified Reservist Distribution.** A Participant may request a Qualified Reservist Distribution, provided the following provisions are satisfied. "Qualified Reservist Distribution" means any distribution to a Participant of all or a portion of the balance in the Participant's Health Flexible Spending Account if:

(1) Such Participant was an individual who was (by reason of being a member of a reserve component (as defined in Section 101 of Title 37, United States Code)) ordered or called to active duty for a period of 180 days or more or for an indefinite period.

(2) A Participant may have been called prior to June 18, 2008, provided the individual's active duty continues after June 18, 2008 and the period of duty complies with subsection (a).

(3) The distribution is made during the period beginning on the date of the order or call that applies to the Participant and ending on the last day of the Plan Year (or Grace Period) which includes the date of such order or call.

(4) The Qualified Reservist Distribution option is offered to all Participants who qualify under this Article.

(5) Qualified Reservist Distributions may only be made if the Participant is ordered or called to active duty, not the Participant's spouse or dependents.

(6) Under Section 101 of the Title 37 of the United States Code, "reserve component" means: (1) the Army National Guard, (2) the Army Reserve, (3) the Navy Reserve, (4) the Marine Corps Reserve, (5) the Air National Guard, (6) the Air Force Reserve, (7) the Coast Guard Reserve, or (8) the Reserve Corps of the Public Health Service.

(b) **Conditions:** The following conditions apply:

(1) The Employer must receive a copy of the order or call to active duty and may rely on the order or call to determine the period that the Participant has been ordered or called to duty.

(2) Eligibility for a Qualified Reservist Distribution is not affected if the order or call is for 180 days or more or is indefinite, but the actual period of active duty is less than 180 days or is changed otherwise from the order or call.

(3) If the original order is less than 180 days, then no Qualified Reservist Distribution is allowed. However, if subsequent calls or orders increase the total days of active duty to 180 or more, then a Qualified Reservist Distribution will be allowed.

(c) **Amount:** The amount a Participant may be reimbursed from the Health Flexible Spending Account is the amount contributed by the Participant to the Health Flexible Spending Account as of the date of the distribution request, less any reimbursements received as of the date of the distribution request.

(d) **Procedure.** The Employer must specify a process for requesting the distribution. The Employer may limit the number of distributions processed for a Participant to 1 per Plan Year. The distribution request must be made on or after the call or order and before the last day of the Grace Period. The QRD shall be paid within a reasonable time but in no event more than 60 days after the date of the request.

(e) **Claims.** Claims incurred prior to the date of the request of the distribution shall be paid as any other claim. Claims incurred after the date of the distribution shall not be paid and the Participant's right to submit a claim shall be terminated as of the date of the distribution request.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to

receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;

- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

**ARTICLE VIII
BENEFITS AND RIGHTS**

8.1 CLAIM FOR BENEFITS

- (a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- (b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:
 - (1) specific references to the pertinent Plan provisions on which the denial is based;
 - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
 - (3) an explanation of the Plan's claim procedure.
- (c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
 - (1) request a review upon written notice to the Administrator;
 - (2) review pertinent documents; and
 - (3) submit issues and comments in writing.
- (d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such

receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Michigan.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

- (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
- (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) **Certification.** The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
 - (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Jackson

By _____
EMPLOYER

ADOPTING RESOLUTION

The undersigned authorized representative of City of Jackson (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective 01/01/2013, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Jackson Flexible Benefit Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: _____

Signed: _____

[print name/title]

EXHIBIT B

***Flexible Benefit Plan
Summary Plan Description
For***

**City of Jackson
161 West Michigan Avenue
Jackson, MI 49201-1324**

**Original Issue Date
07/01/2008**

**Amended & Reinstated Effective
01/01/2013**

Third Party Administrator (TPA)



BENEFIT MANAGEMENT, INC.

100 S. Jackson, Suite 200

P.O. Box 189

Jackson, MI 49204

(800) 589-7660 or (517)784-0535

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SUMMARY**

**CITY OF JACKSON
FLEXIBLE BENEFIT PLAN**

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the day you meet the eligibility requirements.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II
OPERATION**

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal

income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make

corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. What benefits are offered under the Plan?

Under our Plan, you can pay for the following benefits or expenses during the year:

2. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2500.00. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

3. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

4. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "Grace Period." The "Grace Period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account.

Any monies left at the end of the Plan Year and the Grace Period will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year or during the Grace Period for which you seek reimbursement after the end of such Plan Year and Grace Period will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred during the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

7. Qualified Reservist Distributions

If you are a member of a reserve unit and if you are ordered or called to active duty, then you may request a Qualified Reservist Distribution (QRD). A Qualified Reservist Distribution is a distribution of all or a portion of the amounts remaining in your Health Flexible Spending Account. You can only request this distribution if you are called to active duty for a period of 180 days or more or for an indefinite period. The distribution must be made during the period beginning on the date of the call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of the call.

You can receive the amount you have actually contributed minus any reimbursements you have already received (or are in process). The amount you request may be adjusted if needed to conform with your actual account balance. You must request the QRD before the last day of the Grace Period. Any claims that you submit after the date you request the QRD will not be processed. You can only request 1 QRDs for a Plan Year.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Jackson Flexible Benefit Plan is the name of the Plan.

Your Employer has assigned Plan Number 502 to your Plan.

The provisions of your amended Plan become effective on 01/01/2013. Your Plan was originally effective on 07/01/2008.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on July 1 and ends on June 30.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Jackson
161 West Michigan Ave
Jackson, Michigan 49201-1324
38-6004701

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Jackson
161 West Michigan Ave
Jackson, Michigan 49201-1324
(517)768-6464

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

City of Jackson
161 West Michigan Ave
Jackson, Michigan 49201-1324

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Administrator

Claims for expenses should be submitted to:

JFP BENEFIT MANAGEMENT, INC.
P.O. Box 189
Jackson, MI 49204

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of a part of the premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Jackson
161 West Michigan Ave
Jackson, Michigan 49201-1324

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

(f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

(1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

OFFICE OF THE

Bethany M. Smith
Interim City Attorney

Gilbert W. Carlson
Assistant City Attorney



161 West Michigan Avenue
Jackson, MI 49201
(517) 788-4050
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Fax: (866) 971-2117

CITY ATTORNEY

CITY COUNCIL MEETING

July 16, 2013

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, Interim City Attorney *BS*

DATE: July 8, 2013

SUBJECT: Letter of Agreement between HUD, the Jackson Housing Commission
and the City of Jackson

**RECOMMENDATION: Passage of a Resolution to Approve the Letter of Agreement
and authorization for the Mayor to execute the document.**

Attached please find a Letter of Agreement between the Jackson Housing Commission, HUD and the City of Jackson. The Letter of Agreement is meant to facilitate the transition of health insurance benefits for the employees, officers, director and retirees of the Jackson Housing Commission to the same health insurance plan that the City's employees are currently enrolled (the BCN \$5000 plan). By signing the Letter of Agreement, HUD will be agreeing that the procurement process used by the Jackson Housing Commission was acceptable to HUD. The Letter of Agreement also sets an effective date of July 1, 2013 for the commencement of benefits for Jackson Housing Commission employees on the Blue Care Network BCN \$5000 plan.

The requisite action is to pass a Resolution approving the Letter of Agreement and authorizing the Mayor to execute the same.

If Council has any questions, please feel free to contact me.

Cc w/att: Patrick Burtch, City Manager

RESOLUTION AND
LETTER OF AGREEMENT
BETWEEN THE CITY OF JACKSON,
THE JACKSON HOUSING COMMISSION, AND
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Letter of Agreement is entered into on the 19th day of July, 2013 by and between the City of Jackson, a Michigan municipal corporation at 161 W. Michigan Avenue, Jackson, Michigan 49201, the Jackson Housing Commission, a commission of the City of Jackson at 301 Steward Avenue, Jackson, Michigan 49202, and the U.S. Department of Housing and Urban Development (“HUD”) at 477 Michigan Avenue, Detroit, Michigan 48226.

WHEREAS the Jackson Housing Commission wishes to procure health insurance benefits for its employees, officers, directors and retirees;

WHEREAS JFP Benefit Management, Inc. has offered the Blue Care Network BCN \$5000 health insurance plan for the employees, officers, directors and retirees of the Jackson Housing Commission;

WHEREAS any compensation to employees, officers, directors and retirees of the Jackson Housing Commission must receive authorization and approval of the City of Jackson City Council prior to being obtained; and

WHEREAS the U.S. Department of Housing and Urban Development (HUD) provides the funding to the Jackson Housing Commission that will pay for the health insurance benefits of the employees, officers, directors and retirees of the Jackson Housing Commission; and

WHEREAS the parties to this Agreement wish the effective date of the BCN \$5000 health insurance plan for employees, officers, directors and retirees of the Jackson Housing Commission to be July 1, 2013;

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are incorporated in and form a part of this Agreement.
2. The effective date of this Agreement shall be July 19, 2013.
3. The parties identified above agree that, based on the HUD procurement process for gathering health insurance proposals for the employees of Jackson Housing Commission, the City of Jackson extended the availability of providing continued enrollment in the City’s medical health insurance plan as one such proposal.
4. This proposal from the City of Jackson to provide coverage under the Blue Care Network High Deductible plan (BCN \$5000) whereby the total estimated monthly premium along

with the deductible funding calculation resulting in the attached monthly rate exhibit effective 7/1/2013 was agreed to/accepted by the Jackson Housing Commission Board of Commissioners as the least cost proposal as compared to other alternatives presented and identified from various sources.

5. The enrollment/transfer of Jackson Housing Commission employees, officers, directors and retirees from the existing City of Jackson first-dollar BCN5 plan to the Blue Care Network BCN \$5000 plan was available as of July 1, 2013.
6. HUD gives its approval of the procurement process of the Jackson Housing Commission as it relates to procurement of the BCN \$5000 plan offered by JFP Benefit Management Services, Inc.
7. The effective date of the BCN \$5000 plan for employees, officers, directors and retirees of the Jackson Housing Commission shall be July 1, 2013.
8. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original.
9. Receipt of a facsimile version of an executed signature page by a party shall constitute satisfactory evidence of execution of this Agreement by such party.
10. This Agreement may be modified at any time by mutual agreement between the parties.

Martin J. Griffin
Mayor
City of Jackson

Connie Crandall
Interim Executive Director
Jackson Housing Commission

Louis Berra
Acting Field Office Director – Detroit Field Office
U.S. Department of Housing and
Urban Development



City Assessor

161 West Michigan Avenue • Jackson, Michigan 49201
Telephone: (517) 788-4033 • Facsimile: (517) 780-4762

Memo

City Council Meeting
July 16, 2013

To: Honorable Mayor and City Councilmembers
CC: Patrick Burtch, City Manager
From: David Taylor, City Assessor *DJ*
Date: 7/3/2013
Re: Corrective Resolution for Special Assessment Roll No. 4199

Recommended Action:

Consideration of a Corrective Resolution for Special Assessment Roll No. 4199 for Delinquent Miscellaneous Public Works Receivables, confirmed March 22, 2011

Attached please find a corrective resolution for Special Assessment Roll No. 4199 for Delinquent Miscellaneous General Fund Receivables, confirmed March 22, 2011.

Parcel 5-071100000 was foreclosed by the County Treasurer thru Circuit Court action. In that process all liens for demolition, safety repairs, debris removal, and water or sewer charges are cleared.

Requested action is to adopt the resolution

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for delinquent miscellaneous Public Works accounts receivable, which assessments were by him placed on Assessment Roll No. 4199 and were reported to the City Council at its regular meeting held on February 22, 2011; and

WHEREAS, on March 22, 2011 the City Council held a public hearing and confirmed said roll; and

WHEREAS, parcel 5-071100000 was foreclosed by the County Treasurer on April 2011. As part of that process, all liens for cost of demolition, safety repairs, debris removal, and water or sewer charges due are cleared.

NOW, THEREFORE, BE IT RESOLVED that the special assessments upon parcel 5-071100000 is hereby deleted.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrew J. Wrozek, Jr., City Clerk in and for the City of Jackson, County of Jackson and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on July 16, 2013.

IN WITNESS WHEREOF, I have hereto affixed my
Signature and the Seal of the City of Jackson, Michigan,
on this 17nd day of July, 2013.

Andrew J. Wrozek Jr. City Treasurer/Clerk



City Assessor

161 West Michigan Avenue • Jackson, Michigan 49201
Telephone: (517) 788-4033 • Facsimile: (517) 780-4762

Memo

City Council Meeting
July 16, 2013

To: Honorable Mayor and City Councilmembers
CC: Patrick Burtch, City Manager
From: David Taylor, City Assessor *DT*
Date: 7/9/2013
Re: Corrective Resolution for Special Assessment Roll No. 4226

Recommended Action:

Consideration of a Corrective Resolution for Special Assessment Roll No. 4226 for Delinquent Miscellaneous Housing Code Enforcement Fund Receivables, confirmed May 28, 2013.

Attached please find a corrective resolution for Special Assessment Roll No. 4226 for Delinquent Miscellaneous Housing Code Enforcement Fund Receivables, confirmed May 28, 2013.

The Neighborhood and Economic Development Department has requested that the special assessment be removed as it was invoiced to the wrong address (see attached memo).

Requested action is to adopt the resolution.

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Delinquent Miscellaneous Code Enforcement Fund Account Receivables, which assessments were by him placed on Assessment Roll No. 4226 and were reported to the City Council at its regular meeting held on April 23, 2013; and

WHEREAS, on May 28, 2013 the City Council held a public hearing and confirmed said roll; and

WHEREAS, the Neighborhood and Economic Development Department has requested that the special assessment be removed as it was invoiced to the wrong address.

NOW, THEREFORE, BE IT RESOLVED that the special assessments upon parcel 8-068200000 is hereby deleted.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrew J. Wrozek, Jr., City Clerk in and for the City of Jackson, County of Jackson and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on July 16, 2013.

IN WITNESS WHEREOF, I have hereto affixed my
Signature and the Seal of the City of Jackson, Michigan,
on this 17th day of July, 2013.

Andrew J. Wrozek Jr. City Treasurer/Clerk



Neighborhood & Economic Operations

Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303 • Fax (517) 780-4781

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

To: David Taylor, City Assessor's Office

DATE: June 27, 2013

FROM: Sheila Prater, Neighborhood and Economic Operations Department

SUBJECT: 408 Gilbert St

The attached invoice request was prepared for the above referenced property on November 26, 2012. The invoice was not paid because it was sent to the wrong address and a copy was never sent to the Property Manager noted on the Non-Owner Occupied Residential Property Registry Application, therefore, the invoice was placed as a Special Assessment against the property. After speaking with the Property Manager our office respectfully requests the Special Assessment be removed from the property and we will reissue an invoice.

Please contact me if you have any questions or need additional information.



TO: ACCOUNTING

FROM: COMMUNITY DEVELOPMENT

CITY OF JACKSON
REQUEST FOR INVOICE
November 26, 2012

CUSTOMER NAME AND ADDRESS	CODE ENFORCEMENT INSPECTION FEES FOR CONCENTRATED CODE ENFORCEMENT PROGRAM	STENCIL #	AMOUNT
ARNOLD MICHAEL D & LINDA L 408 GILBERT ST JACKSON MI 49202	<u>For Property Address</u> 408 GILBERT ST	8-068200000	175.00
Requesting Dept: Community Development	Prepared By: Sheila Prater		Dept Approval Dennis M. Diffenderfer

Accounting Department	Invoice Distribution						Amount
	Customer Number	Fund	Activity	Account	Project	Sub-Project	
Accounting Approval	286	.000	.038	.698	.003		175.00
Entered By	NOTES:						
Invoice Number							



**Non-Owner Occupied Residential
Property Registry
Property Registration**

City of Jackson
161 W. Michigan Avenue
Jackson, MI 49201
(517) 788-4060
www.cityofjackson.org

Registration Date: 07/24/2012

Expiration Date: 07/24/2014

Property Address: 408 GILBERT ST **PIN:** 8-068200000
Type of Dwelling: ONE FAMILY DWELLING **Year Built:** 1,920.00
No. of Dwelling Units not Occupied by Property Owner: 1.00

Property Owner: ARNOLD MICHAEL D & LINDA L
Physical Address: 944 S DARLA CT
Mailing Address: WAUKEGAN, IL 60085
Telephone No.: (847) 249 3603 (224) 430 0801 (847) 881 9418
Home Cell Work
E-mail Address: MARNOLD2@ME.COM

Property Manager: PROPERTY MANAGER
REYNOLDS MANAGEMENT MAIN OFFICE 517-787-1889
209 E WASHINGTON STE 184
JAY HORSFALL 517-812-1679
ANDREA@RENTALHOMESBYRMI.COM

Responsible Local Agent: REYNOLDS MANAGEMENT INC
Physical Address: 209 E WASHINGTON STE 184
Mailing Address: JACKSON, MI 49201
Telephone No.: (517) 787 1889 (517) 812 1679
Home Cell Work
E-mail Address: ANDREA@RENTALHOMESBYRMI.COM

Changes to the information contained on this Property Registration must be made within ten (10) days to the Department of Community Development at no cost. Failure to update information within ten (10) days is a violation Chapter 14, Section 14-8 of the City of Jackson Code of Ordinances and will be subject to late fees and penalties provided in Chapter 2.5 of the Code.

The Non-Owner Occupied Residential Property Registry Property Registration may not be construed as providing any warranty or representation concerning the condition of the dwelling unit to the tenant or the public, or that the premise is in compliance with all applicable local, state, and federal laws and regulations.



Neighborhood & Economic Operations

Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303 • Facsimile (517) 780-4781

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING July 16, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Jon H. Dowling, P.E., City Engineer

SUBJECT: Change to Consumers Energy Standard Streetlighting Contract

RECOMMENDATION: To Approve the Resolutions for Changes to Consumers Energy Standard Streetlighting Contract and Authorize the Mayor and City Treasurer/Clerk to Sign the Appropriate Documents.

In 2006, 75 decorative low level streetlights were installed in Partnership Park. Some of these streetlights were placed under or very close to existing Consumers Energy streetlights. This spring, Engineering requested that eleven new lights be installed throughout the City and sixteen existing lights be removed from Partnership Park.

Attached is the Authorization for Change in Standard Streetlighting Contract from Consumers Energy for this work. A Consumers Energy resolution authorizing these changes is also attached.

We request the approval of the changes to the Consumers Energy Standard Streetlighting Contract and the authorization for the Mayor and City Treasurer/Clerk to sign the appropriate documents.

JHD:sms

Cc: Andrew J. Wrozek, Jr., City Treasurer/Clerk
Troy R. White, P.E., Senior Civil Engineer
Robert Dietz, Parking Manager/Engineering Assistant

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED)

Consumers Energy Company is authorized as of June 3, 2013, by the City of Jackson, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Jackson, dated October 1, 2010.

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.
 General Unmetered Experimental Lighting Rate GU-XL as identified in Exhibit B.

Notification Number 1019703275

Construction Work Order Number _____

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated October 1, 2010, shall remain in full force and effect.

By: _____
Its Mayor

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City Village Township of Jackson, dated October 1, 2010, in accordance with the Authorization for Change in Standard Lighting Contract dated as of June 3, 2013, heretofore submitted to and considered by this Commission Council Board; and

RESOLVED, further, that the City Clerk be and are authorized to execute such authorization for change on behalf of the City Village Township.

STATE OF MICHIGAN)
) ss
COUNTY OF Jackson)

I, _____, Clerk of the City Village Township of Jackson do hereby certify that the foregoing resolution was duly adopted by the Commission Council Board of said municipality, at the meeting held on _____.

 City Village Township Clerk

Dated:



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)
PART I**

Effective Date: 6/13/2013 Notification Number: 1020583438
(Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:

City of Jackson
(Name)

530 W WILLOW ST., PO BOX 30162

161 W. Michigan Ave
(Street and Number)

LANSING, MI 48909
(Address)

Jackson, MI 49201
(City, State and Zip Code)

Attention: Electric Team Leader

Attention: Jon Dowling

Service Location: Streetlight Removal - Various Locations

Township Summit County Jackson

Town 53 Range 01 Section 03

Price: \$ 8,015.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

City of Jackson
(Customer)

By _____
(Signature)

By _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title Electric Team Leader

Title _____

**AGREEMENT FOR INSTALLATION OF
ELECTRIC FACILITIES (NONREFUNDABLE)
TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification are charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement include Michigan sales tax but are exclusive of all other federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance or this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT

INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

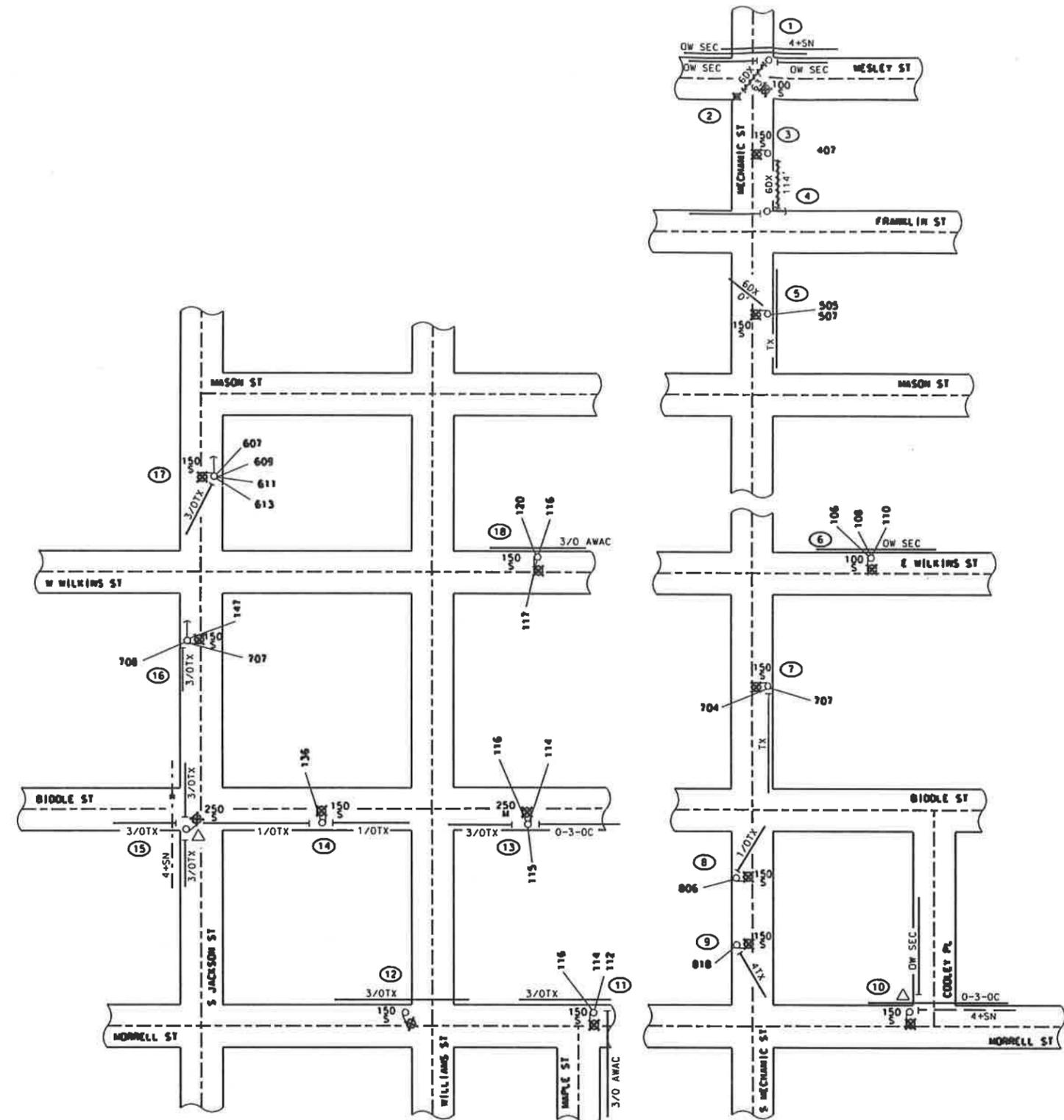
11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items



- ① REMOVE
100W HPS CS
- ② REMOVE
STREETLIGHT MESSENGER
- ③ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
60X DE
- ④ REMOVE
60X DE
- ⑤ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑥ REMOVE
100W HPS COBRA HEAD & 6FT BRACKET
- ⑦ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑧ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑨ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑩ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑪ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑫ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑬ REMOVE
250W MV COBRA HEAD & 6FT BRACKET
- ⑭ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑮ REMOVE
250W HPS COBRA HEAD & 6FT BRACKET
- ⑯ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑰ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET
- ⑱ REMOVE
150W HPS COBRA HEAD & 6FT BRACKET

REMOVE STREETLIGHTS

NOTIFICATION #1020563438
ORDER NUMBER

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material was Returned to Stores.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____

STAKED	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
TREES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
TLM NUMBER	# OF RODS	DRMS

CH2M HILL
A CH2M Energy Company **ELECTRIC**

DESIGNED BY: T. SHARRIS DATE: 05/24/13

APPROVED BY: _____ DATE: _____

SHEET 1 OF 1 SCALE: NONE

CITY OF JACKSON STREETLIGHTS - REMOVE			
For: CITY OF JACKSON VARIOUS LOCATIONS		CM NO. 100002315701	
ORDER TYPE	REFERENCE	ACTIVITY	DESIGN NUMBER
VARIOUS			10387384
ECNC	STL		

OFFICE OF THE

Bethany M. Smith
Interim City Attorney

Gilbert W. Carlson
Assistant City Attorney



161 West Michigan Avenue
Jackson, MI 49201
(517) 788-4050
(517) 788-4023
Fax: (866) 971-2117

CITY ATTORNEY

CITY COUNCIL MEETING

July 16, 2013
NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Smith, Interim City Attorney *BS*
DATE: July 8, 2013
SUBJECT: Amendment to Section 22-8(b)
Number of installment payments for special assessments

RECOMMENDATION: Approve the Amendment to Section 22-8(b) regarding increasing the number of installment payments for special assessments.

Attached please find a black-lined and a clean version of the amendment to Section 22-8(b) of the City of Jackson Code of Ordinances which extends the time period for repayment of special assessments from a maximum of 10 years to a proposed new maximum of 15 years. The amendment will allow the City and its citizens additional flexibility in the payment of special assessments.

This amendment was requested by the City Manager due to interest shown by citizens.

The requisite action is to approve the Ordinance.

If Council has any questions, please feel free to contact me.

Cc w/att: Patrick Burch, City Manager

ORDINANCE 2013 - _____

An Ordinance amending Chapter 22 of the City of Jackson Code of Ordinances to permit an extended period of time for payment of special assessments for the public health, safety and welfare of the Citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to permit an extended period of time for payment of special assessments for the public health, safety and welfare of the Citizens of the City of Jackson.

Section 2. That Section 22-8 of Chapter 22 of the City of Jackson, Michigan Code of Ordinances be amended to read as follows:

Sec. 22-8. Hearing: action on roll.

The city council sitting as a board of review shall review the special assessment roll and consider all objections and comments made at the public hearing. The city council may correct or amend such roll as to any assessment or description of property or any other matter appearing thereon. The city council may reject such assessment roll and the same proceedings shall be had in making a new roll as in the making of an original roll. If, after hearing all objections and comments and making any corrections to the special assessment roll it deems necessary the city council determines that assessments are in proportion to benefits derived or to be derived, it shall pass a resolution reciting said determination, confirming said roll and stating all of the following:

- (a) The date upon which the first installment of the special assessment, if installment payments are allowed, is due and payable;
- (b) The number of annual installments, which shall not exceed ~~ten (10)~~ fifteen (15), in which the special assessment may be paid; and
- (c) The rate of interest to be charged upon such annual installments.

The city council shall also authorize the city treasurer to collect the various amounts on the roll in accordance with the resolution. Such roll shall have the date of confirmation by the city council endorsed thereon by the city clerk, and shall be final and conclusive for the purpose of the public improvement to which it pertains.

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

ORDINANCE 2013 - _____

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OFFICE OF THE

Bethany M. Smith
Interim City Attorney

Gilbert W. Carlson
Assistant City Attorney



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Jackson, MI 49201
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CITY ATTORNEY

CITY COUNCIL MEETING

July 16, 2013
NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Smith, Interim City Attorney *BS*
DATE: July 11, 2013
SUBJECT: Amendment to Section 2-4 – Office of the City Manager

RECOMMENDATION: Approve the Amendment to Section 2-4 Regarding the Duties and Authority of the City Manager.

Attached please find a black-lined and a clean version of the amendment to Section 2-4 of the City of Jackson Code of Ordinances which adds a provision to give the City Manager authority, with the concurrence of the mayor and vice-mayor, to negotiate the payment of late fees, late charges, interest payments or other monetary penalties imposed by the Code or by Resolution upon a showing of good cause.

The addition of this authority will enable the City Manager to more effectively collaborate with citizens and business owners in various types of situations, and to decrease monetary penalties in the Code in situations in which the decrease will be for the health, safety and welfare of the Citizens of the City.

The proposed Ordinance also removes the requirement to submit agenda items by 5:00 p.m. the Wednesday preceding the next regularly scheduled council meeting.

The requisite action is to approve the Ordinance.

If Council has any questions, please feel free to contact me.

Cc w/att: Patrick Burch, City Manager

ORDINANCE 2013 - ____

An Ordinance amending Article I of Chapter 2 of the City of Jackson Code of Ordinances to grant to the City Manager the authority to negotiate and decrease late charges, late fees, interest charges and other monetary penalties for the health, safety and welfare of the Citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to specifically grant the authority to the City Manager to negotiate and decrease late charges, late fees, interest charges and other monetary penalties set forth in the City of Jackson Code of Ordinances, or by resolution of the City Council, for the health, safety and welfare of the Citizens of the City of Jackson.

Section 2. That Article I of Chapter 2 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

ARTICLE I. ADMINISTRATIVE SERVICE

Sec. 2-4. Office of city manager.

The office of city manager is hereby created, and shall be headed by the city manager, whose duty it shall be to be the chief administrative and financial officer of the city. The city manager shall:

- (1) Appoint and, when necessary for the good of the service, suspend or remove all city employees under the direction and supervision of the manager, except as otherwise provided by law or this charter. The manager may authorize any administrative officer, subject to the manager's direction and supervision, to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (2) Direct and supervise the administration of all departments, offices and agencies of the city under the direction and supervision of the manager, except as otherwise provided by this charter or by law.
- (3) Attend council meetings. The manager shall have the right to take part in discussion but shall not vote. The manager shall be responsible for establishing and/or preparing the agenda for council meetings. ~~The agenda shall include all items submitted to the manager by either council members or appointed officials provided such items are submitted by 5:00 p.m. on the Wednesday preceding the next regularly scheduled council meeting.~~

- (4) See that all laws, provisions of this charter and acts of the council, subject to enforcement by the manager or by officers subject to the manager's direction and supervision, are faithfully executed.
- (5) Be the chief financial officer of the city and develop the city budget in consultation with department heads and other administrative officers for presentation to the mayor and council.
- (6) Submit to the council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) Make such other reports as the council may require concerning the operations of city departments, offices and agencies subject to the manager's direction and supervision.
- (8) Keep the council fully advised as to the financial condition and future needs of the city.
- (9) Make recommendations to the council concerning the affairs of the city.
- (10) Provide staff support services for the mayor and council members.
- (11) Be liaison for the mayor and council to the city's commissions, boards, authorities, committees, departments and other organizational components of the city, and represent the mayor and council in their dealings with other governments when authorized to do so.
- (12) Develop a program to resolve conflicts between the city government and members of the public; and
- (13) Have the authority to negotiate the payment of late fees, late charges, interest payments or other monetary penalties imposed by this Code or by resolution of the council upon a showing of good cause, with the concurrence of the mayor and vice-mayor; and
- (14) Perform such other duties as are specified in this charter or may be required by the council.

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

ORDINANCE 2013 - _____

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- (1) Appoint and, when necessary for the good of the service, suspend or remove all city employees under the direction and supervision of the manager, except as otherwise provided by law or this charter. The manager may authorize any administrative officer, subject to the manager's direction and supervision, to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (2) Direct and supervise the administration of all departments, offices and agencies of the city under the direction and supervision of the manager, except as otherwise provided by this charter or by law.
- (3) Attend council meetings. The manager shall have the right to take part in discussion but shall not vote. The manager shall be responsible for establishing and/or preparing the agenda for council meetings.
- (4) See that all laws, provisions of this charter and acts of the council, subject to enforcement by the manager or by officers subject to the manager's direction and supervision, are faithfully executed.

- (5) Be the chief financial officer of the city and develop the city budget in consultation with department heads and other administrative officers for presentation to the mayor and council.
- (6) Submit to the council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) Make such other reports as the council may require concerning the operations of city departments, offices and agencies subject to the manager's direction and supervision.
- (8) Keep the council fully advised as to the financial condition and future needs of the city.
- (9) Make recommendations to the council concerning the affairs of the city.
- (10) Provide staff support services for the mayor and council members.
- (11) Be liaison for the mayor and council to the city's commissions, boards, authorities, committees, departments and other organizational components of the city, and represent the mayor and council in their dealings with other governments when authorized to do so.
- (12) Develop a program to resolve conflicts between the city government and members of the public.
- (13) Have the authority to negotiate the payment of late fees, late charges, interest payments or other monetary penalties imposed by this Code or by resolution of the council upon a showing of good cause, with the concurrence of the mayor and vice-mayor; and
- (14) Perform such other duties as are specified in this charter or may be required by the council.

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

OFFICE OF THE

Bethany M. Smith
Interim City Attorney

Gilbert W. Carlson
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CITY ATTORNEY

CITY COUNCIL MEETING
July 16, 2013
NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Smith, Interim City Attorney *BS*
DATE: July 10, 2013
SUBJECT: Revisions to Articles I through XVII of Chapter 16 – Licensing fees and regulations of business, trades and occupations

RECOMMENDATION: Approve the Ordinance revising Articles I through XVII of Chapter 16.

Attached please find a clean copy and a track-changes copy of an Ordinance revising the provisions of Chapter 16 which covers regulation of businesses, trades and occupations. After several meetings with staff and with Councilmember Frounfelker, sweeping changes to Chapter 16 are proposed.

The first major change is the deletion of several categories of businesses from the requirement to obtain a license. The following businesses would no longer require a license:

1. Antique dealers,
2. Bowling alleys,
3. Buses,
4. Convalescent homes,
5. Dance studios,
6. Drycleaners,
7. Exhibitions,
8. Hotels,
9. Laundromats,
10. Photographers (itinerant),
11. Poolrooms,
12. Private collection depots,
13. Rummage sales,
14. Secondhand dealers,
15. Theatrical exhibitions, and
16. Tourist homes or cabins.

Fumigators and gas stations will not require a license, but will still retain regulation that will be enforced through possible criminal prosecution. In addition, fumigators, gas stations, laundromats and dry cleaners all presently need council approval to operate. This requirement has also been deleted as to those businesses.

In addition, coin operated amusement devices no longer have a fee different in amount from that of an arcade owner's license. Currently, an arcade owner's license is \$200.00, but to license a single coin operated machine would be \$500.00. The Resolution makes it \$200.00 for either an arcade owner's license or to license a coin operated machine.

The only license fees that are proposed to increase are the following:

1. Junk, scrap and automobile salvage dealers,
2. Pawnbrokers,
3. Special dance license, per day,
4. Taxicabs and taxicab drivers, and
5. Used motor vehicle dealers.

Another major change to Chapter 16 would be to take all of the license fees out of the Chapter and have license fees set by Resolution. This will allow more flexibility in decreasing or increasing fees to meet the demands of the ever-changing business world. A clean and a black-lined copy of the fee Resolution that will be presented to Council at the second reading of this Chapter 16 Ordinance are attached to this memorandum for your review.

The requisite action is to approve the Ordinance.

If Council has any questions, please feel free to contact me.

Cc w/att: Patrick Burtch, City Manager

ORDINANCE 2013 - _____

An Ordinance amending Articles I through XVII of Chapter 16 of the City of Jackson Code of Ordinances to modernize the provisions for regulation of certain businesses, trades and occupations, to adjust or eliminate certain license fees, and to decrease regulations on certain businesses, trades and occupations for the health, safety and welfare of the Citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose

The City Council adopts this ordinance to modernize the provisions for regulation of certain businesses, trades and occupations, to adjust or eliminate certain license fees, and to decrease regulations applicable to certain businesses, trades and occupation for the health, safety and welfare of the Citizens of the City of Jackson.

Section 2. That Articles I through XVII of Chapter 16 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 16-1. Licenses required.

No person shall engage, or be engaged, in the operation, conduct or carrying on of any trade, profession, business or privilege for which any license is required by any provision of this Code without first obtaining a license from the city in the manner provided for in this chapter.

Sec. 16-2. Multiple businesses.

The granting of a license or permit to any person operating, conducting or carrying on any trade, profession, business or privilege which contains within itself, or is composed of, trades, professions, businesses or privileges which are required by this Code to be licensed, shall not relieve the person to whom such license or permit is granted from the necessity of securing individual licenses or permits for each such trade, profession, business or privilege, except as specifically provided elsewhere in this Code.

Sec. 16-3. State-licensed businesses.

The fact that a license or permit has been granted to any person by the state to engage in the operation, conduct or carrying on of any trade, profession, business or privilege shall not exempt such person from the necessity of securing a license or permit from the city if such license or permit is required by this Code.

Sec. 16-4. License application.

Unless otherwise provided in this Code, every person required to obtain a license from the city to engage in the operation, conduct or carrying on of any trade, profession, business or privilege shall make application for such license to the city clerk upon forms provided by the city clerk and shall state under oath or affirmation such facts, as may be required for, or applicable to, the granting of such license. No person shall make any false statement or representation in connection with any application for a license under this Code.

Sec. 16-5. License year.

The license year applicable to annual licenses shall begin on May first of each year and shall terminate at 12:00 midnight on April thirtieth the following year. Original licenses shall be issued for the balance of the license year at the full license fee until November first, on which date and for the balance of the license year, the annual fee shall be reduced by one-half for the balance of that license year. License applications for license renewals shall be accepted and licenses issued for a period of fifteen (15) days prior to the annual expiration date. In all cases where the provisions of this Code permit the issuance of licenses for periods of less than one (1) year, the effective date of such licenses shall commence with the date of issuance thereof.

Sec. 16-6. Conditions for issuance.

No license or permit required by this Code shall be issued to any person who is required to have a license or permit from the state until such person shall submit evidence of such state license or permit and proof that all fees appertaining thereto have been paid. No license shall be granted to any applicant therefor until such applicant has complied with all of the provisions of this Code applicable to the trade, profession, business or privilege for which application for license is made, nor unless the applicant agrees in writing to permit inspection of the licensed premises at reasonable hours by authorized officers of the city.

Sec. 16-7. Where certification required.

No license shall be granted where the certification of any officer of the city is required prior to the issuance thereof until such certification is made.

Sec. 16-8. Fire chief's certificate.

In all cases where the certification of the fire chief or director of police and fire services (or designee) is required prior to the issuance of any license by the city clerk, such certification shall be based upon an actual inspection and a finding that the premises in which the person making application for such license proposes to conduct or is conducting the trade, profession, business or privilege comply with all the fire regulations of the state and of the city.

Sec. 16-9. Police chief's certification.

In all cases where certification by the chief of police or director of police and fire services (or designee) is required prior to the issuance of any license by the city clerk, such certification shall

be based upon a finding by the director of police and fire services (or designee) that the applicant has met all public safety and criminal history prerequisites, if any, of any applicable licensing ordinance.

Sec. 16-10. Certification by the chief building official and zoning administrator.

In all cases where the carrying on of the trade, profession, business or privilege involves the use of any structure or land, a license therefor shall not be issued until the chief building official and zoning administrator (or designees) shall certify that the proposed use is not prohibited by the building (see chapter 5) and zoning (see chapter 28) standards, respectively, of this Code, or other regulations of the city.

Sec. 16-11. Bonds.

Where the provisions of this Code require that a bond be furnished, such bond shall be furnished in an amount deemed adequate by the proper city officer, or, where the amount thereof is specified in a resolution of fees and bonds, in the amount so required, and the form of such bond shall be acceptable to the city attorney. In lieu of a bond, an applicant for a license or permit may furnish one (1) or more policies of insurance in the same amounts and providing the same protection as called for in any such bond; any such policies of insurance shall be approved as to substance by the city official issuing such license or permit and as to form by the city attorney.

Sec. 16-12. Late renewals.

All fees for the renewal of any license which are not paid at the time such fees shall be due, shall be paid as "late fees" with an additional twenty-five (25) percent of the license fee required for such licenses under the provisions of this chapter for the first fifteen (15) days that such license fee remains unpaid and thereafter the license fee shall be that stipulated for such licenses plus fifty (50) percent of such fee.

Sec. 16-13. Issuance.

If the application for any license is approved by the proper officers of the city, as provided in this Code, such license shall be granted and shall serve as a receipt for payment of the fee prescribed for such license.

Sec. 16-14. Fees; when paid.

The fee required by this Code for any license or permit shall be paid at the office of the issuing authority prescribed in this Code upon or before the granting of such license or permit. In addition to the fees required by this Code or by Resolution, additional fees may be charged by various city departments for inspections required by this Code. Additional fees may also be charged for responses or services by or from the police and fire services or the department of public works.

Sec. 16-15. Exempt persons.

No license fee shall be required from any person exempt from such fee by state or federal law. Such person shall comply with all other provisions of this chapter. The city clerk shall, in all such cases, issue to such persons licenses which are clearly marked as to such exemption and the reason therefor.

Sec. 16-16. Suspension/revocation; hearing procedures.

- (1) Any license issued by the city may be suspended with the intent to revoke by the city clerk when it appears to the city clerk there is a reasonable basis to believe the licensee has engaged in conduct constituting cause for suspension as defined by section 16-17 or as otherwise provided in this Code.
- (2) Any suspension with the intent to revoke under this section shall be in written form stating the reasons for suspension and shall be effective upon mailing to the last known address of the licensee.
- (3) Any licensee whose license has been suspended with the intent to revoke under this section shall have the right to a hearing before the city council upon the appropriateness of such suspension, provided a written request for such hearing is filed with the city attorney within ten (10) business days after mailing of the notice of suspension by the city to the licensee.
- (4) Upon such request, the city council shall conduct a hearing, and based upon a preponderance of the evidence presented, shall by vote of a majority of its membership either (1) overturn the action of the city clerk and reinstate the license or (2) confirm the action of the city clerk.
- (5) If a licensee whose license has been suspended with the intent to revoke fails to request a hearing as provided herein, or if the city council after a hearing confirms the action of the city clerk, the license shall be deemed to be fully and completely revoked for the balance of the license year.
- (6) Upon revocation of any license hereunder, the fee therefor shall not be refunded. Any licensee whose license has been revoked shall not be eligible to apply for a new license for the same-trade, profession, business, or privilege for a period of one (1) year after such revocation.

Sec. 16-17. Cause for suspension defined.

The term "cause for suspension," as used in this chapter, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any trade, profession, business, or privilege for which a license is granted under the provisions of this chapter, or upon any premises or facilities used in connection therewith, which act, omission, or condition is any of the following:

- (1) Contrary to the health, safety, or welfare of the public.
- (2) Unlawful or fraudulent in nature.
- (3) Unauthorized or beyond the scope of the license granted.
- (4) Forbidden by the provisions of this Code or any other duly established rule or regulation of the city applicable to the trade, profession, business or privilege for which the license was granted, regardless if a conviction results.
- (5) Forbidden by any state statute or rule governing the same trade, profession, business, or privilege for which the city license was granted, regardless if a conviction results.
- (6) A conviction for a crime involving theft, dishonesty, receipt of stolen property, or embezzlement arising out of the trade, profession, business, or privilege for which the license was granted.
- (7) The licensee has ceased to operate or otherwise abandoned the trade, profession, business, or privilege for which the city license was granted.
- (8) Statements on the application were false or misleading.

Sec. 16-18. License renewal.

Unless otherwise provided in this Code, an application for renewal of a license shall be considered in the same manner as an original application.

Sec. 16-19. Exhibition of license.

No licensee shall fail to carry any license issued in accordance with the provisions of this chapter upon his person at all times when engaged in the operation, conduct or carrying on of any trade, profession, business or privilege for which the license was granted; except that where such trade, profession, business or privilege is operated, conducted or carried on at a fixed place or establishment, such license shall be exhibited at all times in some conspicuous place in his place of business. Every licensee shall produce his license for examination when applying for a renewal thereof or when requested to do so by any city police officer or by any person representing the issuing authority.

Sec. 16-20. Exhibition of tags or stickers on vehicle or machine.

No licensee shall fail to display conspicuously on each vehicle required to be licensed by this Code such tags or stickers as are furnished by the city clerk.

Sec. 16-21. Displaying invalid license.

No person shall display any expired license or any license for which a duplicate has been issued.

Sec. 16-22. Transferability; misuse.

No license or permit issued under the provisions of this Code shall be transferable unless specifically authorized by the provisions of this Code. No licensee or permittee shall, unless specifically authorized by the provisions of this Code, transfer or attempt to transfer his license or permit to another nor shall he make any improper use of the same.

Sec. 16-23. Misuse; automatic revocation.

In addition to the general penalty provision for violation thereof, any attempt by a licensee or permittee to transfer his license or permit to another, unless specifically authorized by the provisions of this Code, or to use the same improperly shall be void and result in the automatic revocation of such license or permit.

Sec. 16-24. Penalty.

Any person violating any section of this chapter shall be, upon conviction, punished as provided by section 1-18 of this Code.

Secs. 16-25 - 16-50. Reserved.

ARTICLE II. FEES AND BONDS

Sec. 16-51. Schedule established.

The fee required to be paid and the amount of any bond required to be posted to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of this Code shall be by resolution of the city council. No license shall be issued to any applicant unless he pays to the city clerk the fee and posts a bond in the amount required for the type of license desired.

Fees for licenses shall be by resolution of the city council.

Secs. 16-53 - 16-70. Reserved.

ARTICLE III. AUCTIONS AND AUCTIONEERS

Sec. 16-71. License required.

No person shall sell or cry off at auction any real or personal property within the city without having first secured a license to do so from the city clerk and filed an inventory as required by section 16-77.

Sec. 16-72. License application.

Any person desiring to be licensed as an auctioneer within the city shall file with the city clerk an application therefor on such forms as the city clerk may require. Before issuing such license, the city clerk may require additional information the clerk deems necessary in order to pass upon the application.

Sec. 16-73. Fees and bond.

- (1) After the application for a license under this article shall have been passed upon by the city clerk, and as a prerequisite to the issuance of a license thereunder, the applicant shall pay to the clerk a license fee in accordance with article II of this chapter; and shall execute a bond in the penal sum of five thousand dollars (\$5,000.00) with a surety company authorized to do business in the state which bond shall be approved by the city attorney.
- (2) In addition, prior to any sale hereunder, a licensed auctioneer shall pay the clerk the required inventory fee in accordance with article II of this chapter.

Sec. 16-74. License issuance.

Upon compliance with the provisions of this chapter, the city clerk shall issue to the applicant an annual license to conduct auctions within the city.

Sec. 16-75. Prohibited practices.

The following acts, omissions and practices in connection with any auction are hereby prohibited and, if found to have occurred shall constitute a basis for revocation of a license issued under this article.

- (1) The use of deceit, fraud or misrepresentation in the sale or offering for sale of any real or personal property.
- (2) The use of false bidders, cappers or puffers.
- (3) The use of any false or misleading advertising, whether relating to the kind or quality of the property or its past history, present status or otherwise.
- (4) The use of an unlicensed person to conduct an auction sale; provided, however, that an unlicensed person may conduct an auction sale under the direct supervision of an auctioneer licensed under this article.
- (5) The failure to exhibit, upon demand by a police officer, a currently valid city auctioneer's license or city clerk's license card.
- (6) The knowing receipt for sale by auction, or the knowing sale by auction, of any property which is stolen.

- (7) The conduct of any auction of personal property in any street, avenue, or alley in the city.
- (8) The sale of property not listed on the inventory required by section 16-77; provided, however, that property may be sold when its presence in a consignment is discovered after the required inventory has been filed. In all such cases, the auctioneer shall file a revised inventory list as soon as is practical after the sale.

Sec. 16-76. Auction accounts.

Every auctioneer licensed under this article shall keep a sales book with an accurate account of the persons to whom property is sold and of the persons from whom property was received; which records shall be open to inspection by city officials or their representatives at all reasonable times.

Sec. 16-77. Inventory list.

- (1) Every auctioneer licensed under this article shall, at least twenty-four (24) hours prior to the commencement of any sale at auction of any real or personal property, file with the city clerk a statement which shall contain:
 - a) The address where the auction is to be held.
 - b) An itemized inventory of the real or personal property to be sold.
 - c) A good faith estimate of the retail value of the property to be sold.
 - d) A recitation that all taxes which have become a lien upon the property have been paid.
- (2) It shall be unlawful for an auctioneer to conduct an auction at any place other than that designated upon the inventory list filed hereunder.

Sec. 16-78. Reconditioned personal property.

Reconditioned and rebuilt personal property shall be clearly labeled as such and the buying public in attendance at any auction licensed under this article shall be so informed by the auctioneer of such fact at the time such property is offered for sale.

Sec. 16-79. Official sales exempt.

The provisions of this article shall not apply to any person acting under the official license, direction or authority of any court or government.

Sec. 16-80. Refunds.

- (1) The purchaser of any property at any auction held under the provisions of this article may return the same for refund in accordance with the following:
 - (a) New property found not to be of the quality represented may be returned within three (3) business days from the time of the sale.

- (b) Used property found not to be of the quality represented may be returned within one (1) business day from the time of sale.
- (2) The auctioneer who sold the property shall then return to the purchaser the price of the property returned and, in case of refusal, shall be liable upon his bond.

Sec. 16-81. Penalties.

Any person violating any of the provisions of this article shall be punishable as provided by section 1-18 of this Code.

Secs. 16-82—16-100. Reserved.

ARTICLE IV. BILL POSTING AND DISTRIBUTION

Sec. 16-101. License required.

No person shall engage in the business of bill posting, tacking or distributing of bills or samples or other matter within the city without first obtaining a license therefor. This requirement shall not be applicable to any merchant, religious or political organization, or to any social or fraternal organization advertising its own functions or entertainment.

Sec. 16-102. General regulations.

- (1) No bills or other advertising matter shall be thrown upon the streets or other public places of the city, or be hung, tacked or posted upon any telephone or other utility pole, or upon or within any vehicle, or upon the side of any building, except upon billboards approved by the chief building official (or designee). Notices of elections or other legal notices may be attached to poles or posted in other convenient places, subject to any restrictions or rules made by the city council. No handbills under a license issued pursuant to this chapter shall be distributed upon the streets and sidewalks of the business section, and no person shall distribute samples of medicine of any kind.
- (2) Bill posters shall maintain billboards in good condition and shall take off and remove all paper as soon as the event advertised thereby is over. Nothing contained in this article shall prohibit merchants or other persons from attaching signs or other advertising matter to the building in which their business is conducted, providing such sign is an accessory thereto, but such signs shall be subject to all of the other pertinent provisions of this Code.

Sec. 16-103. Parked vehicles.

No person shall place any handbill or other advertising material in or upon any motor vehicle parked on any public street or within any municipal parking lot or structure.

Secs. 16-104—16-125. Reserved.

ARTICLE V. CHARITABLE SOLICITATION

Sec. 16-126. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public place means any portion of any street, alley, park, entrance to a building, sidewalk or publicly owned building to which the public has access.

Solicitation means the act of requesting, while in the physical proximity of another, in a public place, a gift or donation of funds or some other thing of value for either:

- (1) Use by a person, group or entity to help those in need.
- (2) Use by a person, group or entity for religious purposes.

Sec. 16-127. Duties of persons, groups or entities wishing to solicit.

No person shall engage in any act of solicitation in any public place within the city without first contacting the office of the city clerk at least twenty-four (24) hours in advance of the date or dates proposed for such solicitation, and providing in writing to the clerk and the director of police and fire services (or designee) all of the following:

- (1) The name, address and telephone number of the person, group or entity on whose behalf such solicitation will take place.
- (2) The names and business addresses of all those persons who will engage in such solicitation.
- (3) The date or dates upon which such solicitation will take place.
- (4) The general locations within the city where such solicitation will take place.

Sec. 16-128. Duties of city clerk.

The city clerk shall keep a written record of all information provided under section 16-127, which shall be available for inspection and copying by the public during normal business hours.

Sec. 16-129. Hours of solicitation.

No person shall engage in solicitation in any public place within the city between the hours of 7:00 p.m. and 9:30 a.m. of any day; provided, however, that persons not engaging in door-to-door solicitation may solicit between the hours of 7:00 a.m. and 7:00 p.m. of any day.

Sec. 16-130. Solicitors to wear identification.

No person who engages in any act of solicitation in any public place shall do so without wearing a tag or a badge which has, in legible form in the English language, the person's name and the name of the entity or group which he represents.

Sec. 16-131. Penalty.

Any person violating any provision of this article shall, upon conviction thereof, be punished in accordance with section 1-18 of this Code.

Secs. 16-132 - 16-150. Reserved.

ARTICLE VI. SPECIAL EVENTS

Sec. 16-151. Show license.

No person shall conduct a circus, show or carnival, except in a theater licensed under the provisions of this chapter, without first obtaining a license therefor which shall be known as a show license.

Sec. 16-152. Animal shows and exhibitions.

No person shall conduct any dog or pony show or menagerie, without first obtaining a license therefor. Such license shall be known as an animal show license. No person shall conduct any panorama, exhibition of statuary or painting, natural curiosity or any other exhibition, not otherwise licensed under this chapter, and for which an admission fee is charged, without first obtaining a license therefor to be known as an exhibition license. The provisions of this section shall not be applicable to any fair held under the direct management and supervision of any recognized agricultural association or society, nonprofit association, at which are exhibited agricultural or industrial products, principally.

Sec. 16-153. Special events.

- (1) *Definitions.* The following definitions shall apply to this section:
 - (a) *Governmental entity* means the state or federal government or any city, county, township, district library or public school.
 - (b) *Special event* means any circus, festival, fair, event, bazaar or other specially scheduled activity—including those sponsored by governmental agencies or nonprofit organizations—which is not of a frequent and permanent nature where persons are permitted to sell edible items, wares, goods, or merchandise within a building or area inside or outside of public rights-of-way, or where edible items, wares, goods or merchandise are sold inside of an establishment with a dance, party or other special gathering held inside or outside of public rights of way in conjunction with the establishment, unless otherwise approved by city council.

- (c) *Sponsor* means any person planning, promoting or making arrangements for any special event. Where there is no such person, the term "sponsor" means any person in charge of the premises where the special event is to be held.
- (2) *License required.* No person may sell, and no sponsor may permit the sale of, goods, wares or merchandise including arts and crafts at a special event without first filing an application for a special events license and obtaining such license from the city clerk.
- (3) *Application.* Application for a special events license shall be made on forms provided by the city. The applicant shall submit, as a part of its application, a license fee in accordance with resolution of city council, and a list of the names and addresses of all persons permitted to sell at the special event along with a general description of the goods, wares or merchandise to be sold by each. Upon compliance with the above requirements, and certification by the chief building official and zoning administrator (or designees) per the requirement of section 16-10 of this chapter, the city (or designee) shall issue the applicant a special events license.
- (4) *Sponsor's duties.* In addition to any other requirement of this section, any sponsor issued a special events license shall keep a list of any additions or deletions to the list of those persons permitted to sell at the special event which shall be provided to the city clerk within one (1) week following the close of the special event.
- (5) *Exemptions.* Any special event which is under the direct sponsorship and control of a governmental entity or a church with an established place of worship within the city is exempt from the licensure requirements of this section.
- (6) *Penalty.* Any person selling at any special event without being licensed or without being listed by a properly licensed sponsor shall be punished upon conviction in accordance with section 1-18 of this Code.

Secs. 16-154—16-175. Reserved.

ARTICLE VII. COIN-OPERATED MACHINES

Sec. 16-176. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Arcade means a retail establishment whose principal business is offering to patrons mechanical, electrical or video amusement devices or games.

Coin-operated amusement device means a machine which upon the insertion of a coin, slug, or electronic payment device operates or may be operated for use as a game, contest or amusement of any description, or which may be used for any such game, contest or amusement and which

contains no automatic payoff device for the return of slugs, monies, coins, credits, tokens or merchandise.

Coin-operated music device means a machine upon which the insertion of a coin, slug or electronic payment device, either in the machine or a slot connected with the machine, plays recorded or transcribed music.

Vendor means any person owning two (2) or more coin-operated amusement devices or coin-operated music devices, who places such devices for operation on premises other than those of the owner.

Sec. 16-177. Licenses required.

- (1) No person being the owner of a coin-operated amusement device or a coin-operated music device shall permit such device to be operated in any public place owned by or under the management or control of such person in the city without first obtaining an owner's license for each device. Fees for such license shall be by resolution of the city council.
- (2) No vendor of coin-operated amusement devices or coin-operated music devices shall permit such devices to be operated in any public place in the city without obtaining a vendor's license for each device. Fees for such license shall be by resolution of the city council.
- (3) No person shall permit any coin-operated amusement or music device to be operated in any place of business owned by or under the management and control of such person in the city without a license therefor having been first obtained, or without the sticker or permit issued for such devices being affixed thereto.
- (4) Every coin-operated amusement or music device operated by a licensee shall contain suitable identification marks and numbers, which identification marks and numbers shall be written by the city clerk upon a permit or sticker issued for such device, and such sticker or permit (or a copy of the permit) shall be permanently affixed to such device. A record of such permit so issued shall also be kept by the clerk.

Sec. 16-178. Application.

No license for the operation of any mechanical amusement device shall be granted except upon inspection and approval of each such device by the Director of Police and Fire Services (or designee). Written evidence of such approval shall be filed by the applicant with the application for such license. This requirement shall not be applicable in the case of renewal licenses. Every such application shall state that such device will be operated for amusement only.

Sec. 16-179. Arcade owner's license.

Whenever the operation of coin-operated amusement or music devices is conducted on any premises in the city as the principal business thereof, the operator or owner of such business shall obtain an arcade owner's license. Such license shall not be in lieu of other applicable licenses required in this chapter. Fees for such a license shall be by resolution of city council.

Sec. 16-180. Coin-operated amusement devices.

No person shall operate any coin-operated amusement device, nor permit the same to be operated in any establishment under the operation, management, or control of such person, which device shall be so constructed that the same may be converted into an automatic payoff device which shall issue or discharge credits, slugs, coins, or other tokens. Any coin-operated amusement device which shall be made use of for gambling in violation of the terms of this article may be seized and destroyed by the police department of the city in compliance with the statutes of the state, relative to gambling devices.

Sec. 16-181. Operation by minors.

- (1) No person shall permit a coin-operated amusement device under his control or management, or on premises under his control or management, to be operated by any minor of school age, during the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, for the period commencing the first Wednesday following Labor Day, through June fifteenth of each year. This prohibition shall not apply, however, on those days that any such minor's school shall not be in session.
- (2) No minor of school age shall operate a coin-operated amusement device during the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, for the period commencing the first Wednesday following Labor Day, through June fifteenth of each year. This prohibition shall not apply, however, on those days that any such minor's school shall not be in session.
- (3) For purposes of paragraphs (a) and (b) above, a minor of school age shall mean any person who shall have attained at least five (5) years of age, but who shall not have attained the full age of seventeen (17) years.
- (4) The city council may, upon satisfactory proof submitted to it that a violation of paragraph (a) has occurred, revoke the license for all coin-operated amusement devices on the premises where such violation occurred, and may prohibit the further operation of other devices on such premises.

Sec. 16-182. Arcade Inspections.

The chief building official (or his designee) shall inspect or cause to be inspected prior to operation all premises operating as an arcade under the terms of this article, wherever the same may be located, relative to safety and hazardous conditions.

Sec. 16-183. Penalties.

Any person violating the provisions of this article, except section 16-181(b), shall upon conviction be punished as prescribed in section 1-18 of this Code. Any minor of school age found violating the provisions of section 16-181(b) shall be deemed a delinquent child and may be complained against to the juvenile division of the probate court of the county.

Secs. 16-184—16-200. Reserved.

ARTICLE VIII. DANCE HALLS

Sec. 16-201. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public dance means any dance to which admission may be had by payment of a fee, or by purchase, possession, or presentation of a ticket, or token obtained for money or any valuable thing, or in which a charge is made for caring for clothing or other property or where a dance is held in conjunction with, or as entertainment in any place where food or beverages, either alcoholic or nonalcoholic, are sold, or any other dance to which the public generally may gain admission with or without payment of a fee, but shall not be deemed to include dances given in private homes or by any organized fraternal or other society or association, where the general public is not admitted.

Public dance hall means any hall, room or place in which a public dance is given or public ball shall be held or any dance studio.

Sec. 16-202. Dance hall license.

It shall be unlawful for the owner or lessee of any hall, building or grounds, to hold or permit any other person to hold any public dance, therein or thereon, until such owner or lessee shall first procure a license therefor; provided, that a one-day special dance license may be issued as provided in this Chapter

Sec. 16-203. Sanitary facilities.

No license shall be issued to any dance hall or place where public dances are held, unless there is in such hall, proper provision for ventilation either natural or mechanical, so that each person in the hall will be supplied with one thousand two hundred (1,200) cubic feet of air per hour, and sufficient toilet conveniences so that there will be at least one (1) women's toilet in good sanitary condition per two thousand (2,000) square feet of floor space, or fraction thereof; at least one (1) men's toilet and urinal in good sanitary condition per four thousand (4,000) square feet of floor space or fraction thereof, and provision made for privacy therein; at least one (1) wash stand in each toilet provided with soap and sanitary towels; at least one (1) sanitary drinking fountain, either on the dance floor or reasonably accessible thereto for each four thousand (4,000) square

feet of floor space or fraction thereof; sufficient fire exits free from all rubbish and inflammable material as required by the regulations of the state fire marshal; and at least one (1) free and unobstructed means of exit from the premises in addition to the main entrance thereto.

Sec. 16-204. Building code requirements.

No license shall be issued for any place in which public dances are held unless the building code requirements of the city, as far as can be determined, are being complied with.

Sec. 16-205. Inspections required.

The chief building official and director of police and fire services (or their designees) shall inspect or cause to be inspected prior to operation of a dance hall or special dance operating under the terms of this article, wherever the same may be located, relative to safety, sanitation and hazardous conditions.

Sec. 16-206. License revocation.

The license for any public dance hall may be revoked for disorderly or immoral conduct therein or for cause as specified in article I of this chapter. Any public dance hall may be entered at any time by any member of the police department or other city officer or employee in the course of his employment. Any police officer of the city may cause any public dance to be discontinued and the hall to be vacated during the progress of a public dance for any reason for which a license may be suspended or revoked.

Sec. 16-207. Special dance license.

Any person desiring to hold or conduct a dance on one (1) date only in a hall or other place not licensed as a dance hall may make application to the city clerk for a license to hold same. No such license shall be granted except upon certification of compliance with this article and approval by the police department. Except as provided in this section, it shall be unlawful for any person to hold or conduct any public dance in any unlicensed hall, room or place.

Sec. 16-208. Conduct of dance.

Whenever any public dance is conducted in this city a competent floor manager shall be provided, whose duty it shall be to see that disorderly, familiar and objectionable conduct is not tolerated. Whenever any public dance is in progress the entire hall and all adjoining rooms opening into such hall must be well lighted.

Secs. 16-209—16-230. Reserved.

ARTICLE X. FUMIGATORS

Sec. 16-261. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Exterminator means one who uses insecticides, rodenticides or other substances or mechanical devices, other than fumigants, under whatever name known, for the destruction or control of insects, vermin, rodents or other pests.

Fumigant means any substance which by itself or in combination with any other substance emits or liberates a gas or gases, fumes or vapors, and which gas or gases, fumes or vapors, when liberated and used for the destruction or control of insects, vermin, rodents or other pests, are lethal, poisonous, noxious or dangerous to human life.

Fumigator means one competently trained and experienced in the use of fumigants. He must understand the hazards involved, precautionary and safety measures, use of gas masks, effect, residual and otherwise, upon foods and commodities, dosages and exposure periods necessary, provisions for adequate ventilation and safe reoccupancy.

Insecticides means and includes any substance not a fumigant, under whatever name known, used for the destruction or control of insects.

Rodenticide means and includes any substance not a fumigant, under whatever name known, whether poisonous or otherwise, used for the destruction or control of rodents.

Sec. 16-262. Licenses.

No license shall be required for the work or occupation of fumigation or extermination.

Sec. 16-263. Requirements.

It shall be unlawful:

- (1) For any person to fumigate a building or any part thereof without first notifying the director of police and fire services at least four (4) hours before beginning such fumigation.
- (2) For any person to fumigate any building without first closing, securely fastening and sealing all windows and securely locking all outer doors of such building, and no opening from which dangerous gases may escape shall remain unsealed.
- (3) For any person to fumigate any structure until all outer doors of same have been posted with white placards bearing the clearly visible lettering in red ink, DANGEROUS, KEEP OUT, POISONOUS GAS BEING USED IN THIS BUILDING, the word DANGEROUS to be in letters not less than four (4) inches in height, and such placard to bear the name, address and telephone number of the fumigator in charge.

- (4) For anyone other than the fumigator in charge or a public official in the discharge of duty to enter structures under process of fumigation, nor for such subsequent period as herein required for ventilation.
- (5) For any individual except the fumigator in charge to remove or destroy any warning placards which have been placed on a structure under process of fumigation, until such time as the ventilation period as prescribed herein has expired, and at no time during the ventilation period shall the structure be left unguarded unless all safety devices and warning placards are securely attached.
- (6) For any person to fumigate any portion of a building unless the entire structure is vacated.
- (7) For any person to fumigate any building or portion thereof in the city unless a competent, alert watchman or watchmen shall have been placed on guard for the purpose of preventing the ingress of human beings during the process of fumigation and ventilation; provided, that watchmen shall not be required at single dwellings or multiple dwellings containing not more than four (4) apartments where approved mechanical devices are applied to outer doors in such a manner as to prevent the use of existing locks by anyone except the licensed fumigator in charge of the fumigation procedure.

Sec. 16-264. Ventilation.

- (1) It shall be the duty of the fumigators at the conclusion of the fumigation process, which shall be continued for not less than twelve (12) hours, to open all doors and windows of fumigated structures, beginning at the basement or lowest floor and continuing until all rooms shall have been opened for the free access of air. Outer doors shall remain open for an interval of not less than two (2) hours after which, in the absence of a watchman or watchmen, safety locks shall be reapplied and kept in place for the remainder of the ventilation period. Where in any instance windows cannot be opened to provide adequate ventilation, the fumigator shall promptly report such fact to the director of police and fire services; whereupon the director of police and fire services (or his designee) may, if necessary, require the removal of one (1) or more panes of glass in order to insure complete ventilation. Such care shall be exercised in the process of ventilation that released fumigants shall not endanger human life or health.
- (2) Mechanical ventilation shall be employed in rooms which cannot be effectively ventilated by means of doors or windows. All mattresses, pillows, cushions, bedding, clothing and similar materials shall be beaten and placed in a well-ventilated space. The ventilation process shall be continuous for a total period of not less than twelve (12) hours, and it shall be the duty of fumigators to make a personal inspection of fumigated structures before declaring the same to be ready for reoccupancy. Such declaration shall be in the form of a written statement certifying the premises to be safe for human use. Such certificates shall be signed by the fumigator and the date and hour of the day when such signature is affixed shall be therein set forth, after which it shall be conspicuously posted in the fumigated premises; provided, that no aged, infirm or convalescent adult, or

any child under the age of six (6) years, shall be permitted to enter fumigated structures until twenty-four (24) hours after ventilation has been started.

Sec. 16-265. Residues.

Fumigant residues left in containers shall be disposed of in such a manner as to eliminate all source of danger therefrom, and by such methods as will not result in damage to property.

Sec. 16-266. Supervision.

No person shall fumigate any building, structure or part thereof, or cause the same to be fumigated by the use of fumigants, unless a licensed Michigan fumigator is in attendance and personally supervises all preparations and operations pursuant thereto.

Sec. 16-267. Exterminants.

Exterminators shall, in the pursuit of their occupation as such, take such precautionary measures as may be necessary to prevent the contamination of such foodstuffs and beverages as may be intended for human consumption with any substance or substances used in extermination procedures and which may be dangerous or deleterious to human health.

Sec. 16-268. Instructions to occupants.

- (1) The fumigator shall personally inspect structures which are to be fumigated before the work is begun, and shall give the occupant thereof a printed list of precautions and instructions, which shall include the following items:
 - (a) The dangerous character of the fumigant used.
 - (b) The time fumigation will begin and the length of time it will continue.
 - (c) The length of time the structure must remain vacant.
 - (d) The items of food, drink and material that must be removed.
 - (e) Warning concerning any possible remaining danger following reoccupancy.
 - (f) Date, and signature of the fumigator.
- (2) The fumigator shall determine before releasing any fumigant, that the structure to be fumigated has been entirely vacated by human beings, that all domestic animals have been removed, and that all ice and any food or beverages likely to be affected by the fumigants have been removed.

Sec. 16-269. Adoption of rules.

The city council may adopt such reasonable rules and regulations, not inconsistent with the provisions of this article, as it may deem necessary to govern the use of fumigants.

Secs. 16-270 - 16-295. Reserved.

ARTICLE XI. GASOLINE STATIONS

Sec. 16-296. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulk gasoline station means any tank or container used for the storage of gasoline, oil or petroleum products, from which products are distributed by tank car, tank truck or other mode of transportation to dealers, distributors, retailers or gasoline filling stations.

Curb filling station means a gasoline filling station of which one (1) or more pumps or tanks is located in whole or in part within the street right-of-way.

Gasoline filling station means an establishment for the sale of gasoline, oil or petroleum products at retail where such products are transferred directly to the tanks or other containers of motor vehicles.

Private gasoline station means a tank or container for gasoline, oil or petroleum products maintained by the owner thereof for his own private use or for use in his private business.

Sec. 16-297. No License required.

No license is required for any gasoline filling station, curb filling station, private gasoline filling station or bulk gasoline station established or maintained within the city. Provided, however that all gasoline filling stations, curb filling stations, private gasoline filling stations or bulk gasoline stations must comply with the provisions of this Article.

Sec. 16-298. Construction and Maintenance.

Any gasoline filling station, curb filling station, private gasoline filling station or bulk gasoline station constructed and maintained shall be in accordance with the provisions of this Code, the laws of the state and the regulations of the state fire marshal, relative to the construction and maintenance of buildings and their appurtenances, the locations of trades and industries, and the prevention and suppression of fire or explosive hazards.

Sec. 16-299. Location and fee.

No gasoline filling station, curb filling station, private gasoline station or bulk gasoline station shall be constructed or maintained at any location where, in the judgment of the zoning administrator, undue traffic congestion would result, or the public safety be imperiled by the danger of fire or explosion.

Sec. 16-300. Curb filling stations.

Curb filling stations must meet the following conditions:

- (1) The pump and tank shall be installed under the direction of the city manager and at such place adjacent to the curb as shall be determined by him, or if such pump and tank are already installed, their location shall be changed if so ordered by the city manager.
- (2) Both tank and pump shall be of size and quality to be approved by the city manager. The owner and operator shall comply with all provisions of the general laws and of the rules and regulations of the state fire marshal in regard to storage and handling of gasoline.
- (3) Such stations shall be so maintained as not to be unsightly or to constitute a nuisance or to interfere with travel on the sidewalk or street, or to increase the danger of fire.
- (4) The city assumes no liability by reason of the approval or denial of the city manager. If any person is damaged by reason of the construction or maintenance of such station, the owner or operator of the station shall hold the city harmless in respect to such damages.
- (5) If the station ceases operation for a period in excess of thirty (30) days, the pump and tank shall be removed unless a waiver is given by the city manager.

Sec. 16-301. Inspection.

All gasoline filling stations, curb filling stations, private gasoline filling stations, bulk gasoline stations, and any tank cars or trucks used in connection with the latter, shall be subject to inspection by the director of police and fire services (or designee) at all reasonable times. It is hereby made the duty of the director of police and fire services (or designee) to inspect the tanks, pumps, containers and other equipment of such stations for the purpose of ascertaining and suppressing any possible explosive or fire hazard at least twice a year.

Sec. 16-302. Prohibited area.

It shall be unlawful hereafter for any person to build, establish, maintain or conduct a gasoline service station or pump for the sale or distribution of gasoline or equally inflammable fuel oils upon premises abutting upon or within one hundred and thirty-two (132) feet of the following named streets, within the limits particularly fixed on each of same, to wit:

Blackstone Street from Clinton Street to Mason Street.
Columbus Street from Michigan Avenue Southward.
Cooper Street from Michigan Avenue to Detroit Street.
Cortland Street from First Street to Otsego Avenue.
Francis Street from Michigan Avenue to Biddle Street.
Jackson Street from Van Buren Street to Wilkins Street.
Liberty Street west of Milwaukee Street.
Mechanic Street from Clinton Street to Wilkins Street.
Michigan Avenue from First Street to Van Dorn Street.
Otsego Avenue from Mechanic Street to Milwaukee Street.
Pearl Street from its western terminus to Cooper Street.
Washington Avenue from First Street to Otsego Avenue.

Wesley Street from First Street to Francis Street.

Sec. 16-303. Penalty.

Any person violating any provision of this article shall, upon conviction thereof, be punished by a fine of not exceeding fifty dollars (\$50.00), or by imprisonment not exceeding sixty (60) days or by both such fine and imprisonment. Each day that a violation is permitted to exist shall constitute a separate offense.

Secs. 16-304 - 16-330. Reserved.

ARTICLE XII. PAWNBROKERS, SECONDHAND DEALERS, AND JUNKYARD OPERATORS

Sec. 16-331. Pawnbrokers.

The city clerk is designated and authorized to issue, suspend, and revoke licenses for persons, corporations, or firms to carry on the business of a pawnbroker pursuant to 1917 PA 273, as amended, MCL 446.201 et seq., hereafter "the Pawnbrokers Act."

Sec. 16-332. Pawnbroker defined.

As used in this article, "pawnbroker" means a person, corporation, or member, or members of a copartnership or firm, who loans money on deposit, or pledge of personal property, or other valuable thing, other than securities or printed evidence of indebtedness, or who deals in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price.

Sec. 16-333. License required; grounds to deny license.

- (1) No person, corporation, firm, or other entity shall carry on the business of a pawnbroker in the City of Jackson without being licensed pursuant to the Pawnbrokers Act and this article and as approved under the City of Jackson Zoning Ordinance, chapter 28. A license is not transferable.
- (2) The city clerk may deny an application for a pawnbroker's license if the application is disapproved by one (1) or more proper officers of the city, as provided in this Code, indicating that the applicant is unable to meet or continue to meet the requirements of the Pawnbroker's Act or any provision in this article.
- (3) The city clerk may also deny an application for any reason identified in section 16-17
- (4) If the city clerk denies the issuance of a license or a renewal thereof, a notice of denial including the reasons for the denial shall be mailed by first class mail to the applicant. If the application for a license has been denied, the applicant may appeal the denial by requesting a hearing pursuant to section 16-16 of this Code, as amended, or may reapply

at any time by submitting a new application and fee. The notice of denial shall provide that if the applicant wants to appeal the city clerk's decision, the applicant must request a hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

Sec. 16-334. License fees; display.

- (1) The license fee shall be as set from time to time by the city council by motion or resolution pursuant to the provisions of the Pawnbrokers Act or this Code. A bond shall be provided as set forth in the act. If the application is rejected, a portion of the fee paid, as determined by the city clerk, shall be retained by the city to cover processing costs.
- (2) All persons obtaining a license issued under this article shall place the license conspicuously in full public view.

Sec. 16-335. Pawnbrokers license—Application, conditions, denial, hearing.

- (1) Application for a pawnbroker's license shall be made in writing to the city clerk, who is authorized to create application forms and to receive and process applications and to thereafter grant, deny, suspend, or revoke said licenses as set forth in this article. Applications shall be on forms supplied by and to be filed with the city clerk. Such application, shall be signed and dated by the applicant or, if the applicant is not an individual, by an authorized representative. The application shall contain the following minimum information, plus any other information deemed necessary by the city clerk:
 - (a) The name and any alias used, and address and telephone number of the applicant and all employees, officers, partners or agents of the applicant;
 - (b) The location where the business is to be carried on plus any subsidiary offices and a brief description of the items to be sold;
 - (c) The applicant's criminal record, if any, and if the applicant is not an individual, the criminal record, if any, of the partners or officers of the corporation;
 - (d) The criminal record, if any, of any employees of the applicant;
 - (e) The applicant's prior experience as a pawnbroker;
 - (f) An authorization for the city clerk and/or the director of police and fire services (or designee) to carry out a background investigation on the applicant and all employees, officers, partners or agents of the applicant;
 - (g) A statement as to whether the applicant has ever had any licenses required by the City of Jackson or any other governmental entity revoked, suspended, or denied and the reasons for said action;
 - (h) A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances and statutes.
- (2) All licenses are subject to the following conditions, which shall be noted on the application form:
 - (a) The applicant shall permit inspection of the licensed premises, activity, and the record of transactions required by Section 5 of the Pawnbrokers Act at reasonable times by any authorized representative of the City of Jackson. The City may

charge an hourly fee for the inspection of the licensed premises and record of transactions.

- (b) The applicant shall not engage in the business of a pawnbroker at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked;
 - (c) No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners or agents of applicant shall, if deemed necessary by the director of police and fire services (or designee), submit to being fingerprinted and photographed as part of the background investigation.
- (3) The city clerk shall issue a license to the applicant if the city clerk is satisfied that the applicant has met and will continue to meet the requirements of this article and all applicable laws and the applicant has paid the license fee.

Sec. 16-336. Reporting requirements; hours of operation.

- (1) Pawnbrokers shall transmit the record of transaction required by section 5 of the Pawnbrokers Act to the director of police and fire services (or designee) by electronic means over the internet to the website established by the city for this purpose. The city will provide information concerning the website. So long as the required information is transmitted by electronic means, the required statutory form need not be filled out by hand, but a short form with the right thumbprint of the individual pawning the item shall be maintained as required by the Pawnbrokers Act, with an appropriate reference to the transaction. If it is not possible for the person to provide his or her right thumbprint, then another specifically designated fingerprint shall be provided. Upon request, the short form containing the thumbprint shall be immediately provided to the director of police and fire services (or designee) or his/her designee.
- (2) No pawnbroker shall acquire any goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such goods are stolen property. A pawnbroker shall not conduct business on Sunday.

Sec. 16-337. Pawnbrokers—Suspension with intent to revoke.

A pawnbroker's license issued pursuant to this article may be suspended by the city clerk, which shall be deemed a suspension with intent to revoke. The city clerk will comply with section 16-16 of this Code in noticing the suspension. The suspension with intent to revoke shall automatically become a revocation of the license unless the licensee requests an appeal hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

Sec. 16-338. Incorporation of state law.

The Pawnbrokers Act, being 1917 PA 273, as amended, MCL 446.201 et seq., hereinbefore, the "Pawnbrokers Act" is incorporated by reference as if fully set forth herein. Any violations of the Pawnbrokers Act shall be considered a violation of this article.

Sec. 16-339. Secondhand dealers – no license required.

No license is required to carry on the business of a secondhand dealer pursuant to 1917 PA 350, as amended, MCL 445.401 et seq., hereinafter the "Secondhand Dealers Act."

Sec. 16-340. Secondhand dealers, secondhand goods—Definitions.

As used in this article, the following terms have these meanings:

Secondhand dealer means any person, corporation, or member or members of a co-partnership, firm, or other entity who engages in the business of purchasing, storing, selling, exchanging or receiving secondhand goods, including the receiving and selling of goods on consignment, but does not include a scrap processor, automotive recycler, or a junkyard that deals principally in industrial scrap.

Secondhand goods means any goods, wares, merchandise or other personal property acquired or purchased after having been acquired at retail and used by another except as excluded herein. Such term includes, but is not limited to, appliances and radios, televisions, video cassette players and recorders, CD and DVD players and recorders, electronic/computer equipment and devices, computer gaming equipment, tools, auto parts, guns, jewelry (unless such item is subject to the Precious Metals and Gem Dealer Act, MCL 445.481 et seq., as amended), musical instruments, sporting equipment, bicycles, lawn mowers and lawn equipment, snow blowers, typewriters, and audio equipment such as home and vehicle stereos and speakers. However, "secondhand goods" does not include old rags, waste paper, new goods, clothing, household items (except those items identified in the first sentence), tires, items normally handled by junk dealers, antiques or household furniture, books, magazines, trading cards, or industrial scrap items defined in MCL 445.403 et seq., as amended, such as scrap metals, cast iron, old iron, tool steel, aluminum, copper, brass, lead pipe or tools, or lighting and plumbing fixtures.

Scrap processor means a principal business that is processing and manufacturing iron, steel, nonferrous metals, paper, plastic, or glass, into prepared grades for products suitable for consumption by recycling mills, foundries, and other scrap processors.

Sec. 16-341. Secondhand dealers— prohibition on acting as pawnbroker.

No secondhand dealer shall loan money on deposit, or pledge of personal property, or other valuable thing, other than securities or printed evidence of indebtedness, or deal in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price, without obtaining a pawnbroker's license pursuant to the Pawnbrokers Act, and section 16-333 of this Code, as amended.

Sec. 16-342. Secondhand dealers - Record of secondhand goods received; reporting requirements; hours of operation.

- (1) A secondhand dealer shall keep a record in English at the time the secondhand dealer receives any secondhand goods. The record shall include a description of the goods, the serial number and model number if available, a sequential transaction number, the amount of money or other consideration received for said goods, the name, residence, general description and driver's license number, official state personal identification card number, or government identification number of the person from whom the secondhand goods were received, the right thumbprint of the person from whom the goods were received, and the day and hour when the goods were received. If it is not possible for the person to provide his or her right thumbprint on the full handwritten form or the short form, then another specifically designated fingerprint shall be provided. These records, the place where the secondhand dealer's business is carried on, and all secondhand goods in that place of business or in control of the secondhand dealer are subject to examination at any time by the city attorney, the director of police and fire services (or designee), the city clerk, the state police, and the Jackson County Prosecuting Attorney. The required information may be maintained by computer as required by subsection (b) below.
- (2) The secondhand dealer shall retain a record of each transaction for a minimum of one (1) year or as directed by the director of police and fire services (or designee). The secondhand dealer shall send a copy of any record of transaction to the director of police and fire services (or designee) on a weekly basis or as otherwise directed by the director of police and fire services (or designee). Commencing no later than August 1, 2009, the information in the record of transaction shall be transmitted to the director of police and fire services (or designee) by electronic means over the internet to the website established by the city for this purpose. The city will provide information concerning the website. So long as the required information is transmitted by electronic means, a handwritten form need not be completed, but a short form with the right thumbprint of the individual trading in the item shall be maintained, with an appropriate reference to the transaction. If it is not possible for the person to provide his or her right thumbprint on the full handwritten form or the short form, then another specifically designated fingerprint shall be provided. Upon request, the short form shall be immediately provided to the director of police and fire services (or designee) or his/her designee.
- (3) The secondhand dealer shall retain an article that was purchased or exchanged for at least fifteen (15) days before disposing of the article, by keeping the article in an accessible place in the building where the article is purchased and received. A tag shall be attached to the article in some visible and convenient place, with the number written thereupon to correspond with the entry number in the book or other record.
- (4) The secondhand dealer or licensee need not follow the electronic reporting required in subsection (b) above for transactions taking place at a business location where the number of transactions in each ninety-day period does not exceed ten (10). A secondhand dealer or licensee reasonably believing a location at which he or she conducts a business qualifies under this subsection for exemption from electronic reporting and wishing to be

exempt from the requirements of subsection (b) shall sign, under penalty of perjury, a declaration to that effect on a police department approved form. Once the declaration is signed and so long as the volume of transactions does not exceed ten (10) for each ninety-day period for transactions taking place at that business, the transactions need not be reported electronically, but shall be reported on paper forms. No secondhand dealer shall acquire any secondhand goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such secondhand goods are stolen property.

Sec. 16-343 – 16-345. Reserved

Sec. 16-346. Junkyards operator.

The city clerk is designated and authorized to issue, suspend, and revoke licenses for persons, corporations, or firms to operating as a junkyard.

Sec. 16-347. Junkyard operator—Definition.

As used in this article, the following terms have these meanings:

Junkyard operator means any person who keeps a junkyard or engages in the business of buying and selling old iron, brass, tin, copper, lead, rubber, tires, paper or other articles commonly known as junk or operates as a junkyard with an approved conditional use permit under the City of Jackson Zoning Ordinance.

Junkyard means a place where junk, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including wrecked motor vehicles, used building materials, structural steel materials and equipment and other manufactured goods that are so worn, deteriorated, or obsolete as to make them unusable in their existing condition.

Sec. 16-348. Junkyard operator—License required.

No person, corporation, firm, or other entity shall carry on the business of a junkyard operator in the City of Jackson without being licensed pursuant to this article and as approved under the City of Jackson Zoning Ordinance, chapter 28. A license is not transferable.

Sec. 16-349. Junkyard license - Application, conditions, denial, hearing.

- (1) Application for a junkyard license shall be made in writing to the city clerk, who is authorized to create application forms and to receive and process applications and to thereafter grant, deny, suspend, or revoke said licenses as set forth in this article. Applications shall be on forms supplied by and to be filed with the city clerk. Such application, shall be signed and dated by the applicant or, if the applicant is not an individual, by an authorized representative. The application shall contain the following minimum information, plus any other information deemed necessary by the city clerk:

- (a) The name and any alias used, and address and telephone number of the applicant and all employees, officers, partners or agents of the applicant;
 - (b) The location where the business is to be carried on plus any subsidiary offices and a brief description of the items to be sold;
 - (c) The applicant's criminal record, if any, and if the applicant is not an individual, the criminal record, if any, of the partners or officers of the corporation;
 - (d) The criminal record, if any, of any employees of the applicant;
 - (e) The applicant's prior experience as a junkyard operator;
 - (f) An authorization for the city clerk and/or the director of police and fire services (or designee) to carry out a background investigation on the applicant and all employees, officers, partners or agents of the applicant;
 - (g) A statement as to whether the applicant has ever had any licenses required by the City of Jackson or any other governmental entity revoked, suspended, or denied and the reasons for said action;
 - (h) A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances and statutes.
- (2) All licenses are subject to the following conditions, which shall be noted on the application form:
- (a) The applicant shall permit inspection of the licensed premises and/or activity at reasonable times by any authorized representative of the City of Jackson;
 - (b) The applicant shall not engage in the business of a junkyard operator at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked;
 - (c) No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners or agents of applicant shall, if deemed necessary by the director of police and fire services (or designee), submit to being fingerprinted and photographed as part of the background investigation.
- (3) The city clerk shall issue a license to the applicant if the city clerk is satisfied that the applicant has met and will continue to meet the requirements of this article and all applicable laws, and the applicant has paid the license fee.
- (4) The city clerk may deny an application for a junkyard operator's license if the application is disapproved by one (1) or more proper officers of the city, as provided in this Code, indicating that the applicant is unable to meet or continue to meet the requirements of any provision in this article.
- (5) If the city clerk denies the issuance of a license or a renewal thereof, a notice of denial including the reasons for the denial shall be mailed by first class mail to the applicant. If the application for a license has been denied, the applicant may appeal the denial by requesting a hearing pursuant to section 16-16 of this Code, as amended, or may reapply at any time by submitting a new application and fee. The notice of denial shall provide that if the applicant wants to appeal the city clerk's decision, the applicant must request a hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

Sec. 16-350. Junkyard operator - License fees; display.

- (1) The license fee shall be as set from time to time by the city council by motion or resolution pursuant to the provisions of this article. If the application is rejected, a portion of the fee paid, as determined by the city clerk, shall be retained by the city to cover processing costs.
- (2) All persons obtaining a license issued under this article shall place the license conspicuously in full public view.

Sec. 16-351. Junkyard - Regulations.

The following regulations shall be applicable to junkyards:

- (1) No junkyard operator or any of the operator's employees shall receive in the line of such business any article by way of pledge or pawn nor loan or advance any sum of money on the security of any article or thing.
- (2) Every junkyard operator shall upon demand, exhibit all goods which he has on hand and give a description of persons selling the same to any member of the police department upon request, and shall keep a book containing the names from whom he purchased brass, tin, copper or any metal except old iron, which book shall be open during business hours to the inspection of any police officer.
- (3) No junkyard operator shall sell or remove from his place of business any article purchased by him until the same shall have been in his possession for seventy-two (72) hours unless such article shall have been purchased directly from some reputable factory or company.
- (4) No junkyard may be established or maintained in the city, except as permitted by the zoning chapter or the district maps accompanying such chapter.
- (5) No junkyard may store or handle hazardous materials unless done so consistent with all other state, federal, and local regulations.
- (6) A junkyard is subject to annual administrative inspections or complaint based inspections to ensure the property is maintained in accordance with the health, safety, and welfare of the community, materials are stored in an orderly manner to allow access to inspect, and that that the property otherwise complies with the city code, including but not limited to this article and the zoning code.
- (7) Upon conviction of any junkyard operator for violating or failing to comply with any provisions of this article, the license of such junkyard operator shall be revoked and the convicted person shall not be licensed as a junkyard operator for a period of two (2) years from the date of his conviction, and the place in which he has been operating a business

of buying and selling junk shall not be licensed for that particular business for a period of one (1) year from the date of the conviction of the junkyard operator.

Sec. 16-352. Junkyard - Reporting requirements; hours of operation.

- (1) Once city staff determines that a junkyard operator is not operating as a pawnbroker under the Pawnbrokers Act or the provisions of this article being sections 16-331—16-338 or is not operating as a secondhand dealer under the Secondhand Dealer Act, or the provisions of this article being sections 16-339—16-345 above, a junkyard operator will not be required to report weekly purchases.
- (2) No junkyard dealer shall acquire any goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such secondhand goods are stolen property.

Sec. 16-353. Junkyard - Suspension with intent to revoke.

Any junkyard operator's license issued pursuant to this article may be suspended by the city clerk, which shall be deemed a suspension with intent to revoke. The city clerk will comply with section 16-16 of this Code in noticing the suspension. The suspension with intent to revoke shall automatically become a revocation of the license unless the dealer requests an appeal hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

In addition to the grounds to revoke contained in section 16-17 of this Code, the city clerk may rely on the following grounds to revoke a junkyard operator's license under section 16-16:

- (1) The property fails to comply with the zoning ordinance and any required condition of the junkyard's conditional use approval and the operator or licensee has failed to take steps to remedy the conditions.
- (2) The licensee fails to allow an administrative inspection.

Sec. 16-354 Nonferrous metals.

Nothing in this article should be construed to diminish the requirements that secondhand dealers, junk dealers, and junkyard operators who deal with nonferrous metals must comply with the Nonferrous Metals Act, being 2008 P.A. 429.

Sec. 16-355. Severability of ordinance.

If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be invalid, illegal, or otherwise unenforceable, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article.

Sec. 16-356. Inconsistent provisions repealed.

Ordinances or parts of ordinances in conflict with the provisions of this article are hereby repealed.

Sec. 16-357. Penalty.

- (1) Prosecutions for violations of this article may be commenced by arrest, complaint, and warrant, or the issuance of an appearance ticket by the police department. Further, the City of Jackson may commence an action in circuit court for injunctive or other equitable or legal relief to prevent a continuing violation of this article.
- (2) Any person violating any provision of this article shall, upon conviction thereof, be punished in accordance with section 1-18 of this Code, as amended.

Sec. 16-358. Conformance to statutes.

This article shall be construed as supplemental to, and not in conflict with, 1917 PA 350, being Michigan's Second Hand Dealers and Junk Dealers Act, MCL 445.401 through 445.408 and Public Act 273 of 1917, being Michigan's Pawnbrokers Act, MCL 446.201 through 446.219, or as those are amended. The absence of any provision contained in these acts from this article is not evidence of intent that such provision would not have full force and effect.

Secs. 16-359 - 16-360. Reserved.

ARTICLE XIII. MISCELLANEOUS BUSINESSES AND TRADES

Sec. 16-361. Dealers in precious items - Certificates of registration required.

No person, in whole or in part, engaging in the ordinary course of repeated and recurrent transactions of buying or receiving precious items from the public within this city shall do so without first obtaining from the police department a valid certificate of registration as required by Act No. 95, of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended. As used in this section, "precious items" means jewelry, precious gems, or items containing gold, silver, or platinum, all as defined by Act No. 95 of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended.

Sec. 16-362. Same - Application for certificate of registration; payment of registration fee.

The person seeking a certificate of registration as required by Act No. 95 of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended, must apply to the police department of the city and pay a fee of fifteen dollars (\$15.00) to cover the reasonable cost of processing and issuing the certificate of registration. The application shall disclose the name, address, and thumbprint of applicant, the name and address of the applicant's business, and the name, address, and thumbprint of all agents and employees of the applicant. The applicant shall also forward to the police department, within twenty-four (24) hours of hire, the name, address, and thumbprint of any new employee. Upon receipt of an application as described, the police department of the

city shall issue a certificate of registration so long as the applicant is not disqualified from being a dealer under the provisions of Act No. 95 of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended.

Sec. 16-363. Same - Construction.

Sections 16-361 and 16-362 shall be construed in such a manner so as not to be in conflict with Act No. 95, of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended. The absence of any provision of such Act from sections 16-362 and 16-363 shall not be considered as evidencing an intent that such provision shall not have full force and effect.

Secs. 16-364 - 16-385. Reserved.

ARTICLE XIV. PEDDLERS, TRANSIENT MERCHANTS, CONCESSIONAIRES, SIDEWALK CAFES, OUTDOOR SALES AND DISPLAY AREAS, AND DONATION BOXES

Sec. 16-386. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Central commercial district means a district as designated by the city's zoning map maintained by the zoning administrator (or designee).

Concessionaire means any person, whether resident of the city or not, possessing a license under the provisions of section 16-394(7), to sell or offer for sale edible items, goods, wares or merchandise from a temporary or portable structure or fixture at a specific location within the central commercial district.

Donation box means any enclosed receptacle or container designed or intended for the donation and temporary storage of clothing or other materials and located in a designated area, for either non-profit or for-profit purposes.

Outdoor sales and displays means any display related to and used for the sale of edible items, wares, goods, and merchandise located in a designated area adjacent to a building containing a retail business owned or leased by the person, firm or corporation operating the store.

Peddler means any person, whether a resident of the city or not, who travels by foot, wagon, cart, motor vehicle, or other conveyance, from place to place, carrying, selling or offering for sale edible items, goods, wares or merchandise, or who, without travelling from place to place, sells or offers the same for sale from a motor vehicle, wagon, trailer, railroad car, or other vehicle or conveyance, or from a cart, stand, booth, display case, or other temporary or portable structure or fixture. The word "peddler" shall include "vendor," "hawker" and "huckster" and shall include route salespersons selling randomly to customers along a fixed route, but not route salespersons supplying only prior customer orders.

Sidewalk cafe means any aggregation of tables, chairs, and other appurtenances related to and used for the sale of food and drink located in a designated area adjacent to a building containing a restaurant business owned or leased by the person, firm or corporation operating the cafe.

Transient merchant means any person, whether a resident of the city or not, engaged in the transient outdoor sale or transient indoor sale (as regulated in chapter 28 of this Code) of edible items, goods, wares or merchandise on a temporary basis where such person does not have a permanent business location within the city which is subject to the city's real or personal property taxes for the current year.

Sec. 16-387. License required.

It shall be unlawful for any person to engage in the business of a peddler, transient merchant or concessionaire within the limits of the city without first having obtained a license to do so issued by the city clerk.

Sec. 16-388. Exemptions.

The following persons are exempt from the requirements of section 16-387:

- (1) Any person engaged in the retail sale of goods, wares or merchandise at a permanent location in the city and subject to the city's ad valorem real or personal property taxes shall not be required to obtain a license to sell as a transient merchant at any other location within the city, but shall be required to comply with every other provision of this article regulating such activity. Any person engaged as a peddler or concessionaire for a locally established business shall be required to obtain a license.
- (2) Any person under the age of eighteen (18) years of age, except that persons under age eighteen (18) peddling or vending from a motor vehicle shall be required to obtain a license.
- (3) Any person representing any recognized religious or charitable organization which has a valid license by the state under the provisions of Act No. 169 of the Public Acts of Michigan of 1975 (MCL 400.271 et seq., MSA 3.240(1) et seq.), as amended.
- (4) Any person representing any established public or private school, provided that sales are under the sponsorship of the school.
- (5) Any person selling vegetables, fruits or perishable farm products at any farmers' market approved by the city.
- (6) Any person operating any booth or concession at any fairgrounds.
- (7) Any person selling edible items from a mobile food vending vehicle approved or licensed by either the county health department or other regulatory agency.

- (8) Any person exempt from the licensing requirements of this article by virtue of state or federal law.
- (9) A person selling at an art fair or festival or similar event at the invitation of the event's sponsor, if all of the following conditions are met:
 - a. The sponsor is a governmental entity or nonprofit organization.
 - b. The sponsor provides a list of the event's vendors' business addresses and sales tax license numbers to the city clerk.

Sec. 16-389. Application.

Applicants for a license under this article shall pay a nonrefundable application fee of twenty-five dollars (\$25.00) at the time of filing an application on a form approved by the city clerk, such application to contain the following:

- (1) The applicant's name, date of birth, social security number, permanent address, business address and telephone number at the time of filing the application and any prior business address used for the previous three (3) years.
- (2) The name of the person represented, if different than the applicant, together with the address of the registered office of the business and registered agent designated in this state for service of legal process, and the address of the nearest local or district office.
- (3) A brief description of the nature of the business represented and the goods, wares or merchandise to be sold.
- (4) The length of time for which the license is required and the expected days and hours of operation.
- (5) Whether the licensee will operate from a fixed or mobile location and the proposed method of peddling or vending, whether on foot, by motor vehicle or other conveyance.
- (6) If a vehicle or other conveyance is to be used, a description of the same, together with license number, vehicle identification number or other adequate means of identification.
- (7) If a lot, room, building or structure is to be used, or if a cart, stand, booth or other structure or fixture is to be placed upon the property of another, evidence that the applicant has the consent of the legal owner of the property.
- (8) A photograph of the applicant, which shall be a two-inch by two-inch picture showing the face of the applicant in a form suitable for attachment to the license to be issued.
- (9) If a motor vehicle is to be used, a statement that the applicant has a current valid operator's license and whether the applicant has ever had his driving privileges revoked,

suspended or restricted within three (3) years immediately prior to the date of application, and the nature of any such revocation, suspension or restriction.

- (10) A statement as to whether the applicant has ever had any licenses required by this city or any other state or municipal authority revoked, suspended or denied within three (3) years immediately prior to the date of application, and the circumstances of any such revocation, suspension or denial.
- (11) A copy of a valid current state sales tax license, or, if exempt, a copy of a current exemption certificate, if required for the goods, wares or merchandise sold.
- (12) If food is to be sold, a health card or its equivalent, if applicable, issued by either the county health department or other regulatory agency.
- (13) Such other reasonable information as to the identity or character of the person having the management or supervision of the applicant's business as the city clerk may deem necessary to fulfill the purposes of this article.

Sec. 16-390. Investigation of applicant; issuance of license.

Upon receipt of the application, the city clerk shall cause an investigation of the applicant to be performed. If, as a result of such investigation, the applicant's character and business history is found to be unsatisfactory, the application shall be denied. If, as a result of such investigation, the applicant's character and business history is found to be satisfactory, the city clerk, upon payment of the fee set forth by resolution of city council and satisfaction of all other requirements of this article, shall issue the applicant a license. The city clerk shall keep a full record in his office of all licenses issued. Such license shall contain the number of the license, the date of issuance, its expiration date and the place where business may be carried on under such license.

Sec. 16-391. License fees.

All peddlers, transient merchants, concessionaires or sidewalk cafes shall, at the time of issuance of a license, pay to the city clerk a license fee as prescribed by resolution of city council.

Sec. 16-392. Bond required; conditions.

Before any license is issued for a peddler, transient merchant or concessionaire, the applicant shall file with the city clerk a bond running to the city in the sum of one thousand dollars (\$1,000.00) executed by the applicant, as principal, together with surety. The form of such bond shall be approved by the city attorney and shall be conditioned upon the applicant's full compliance with the provisions of this article and the laws and statutes of the state regulating and concerning the sale of food, goods, wares or merchandise.

Sec. 16-393. Miscellaneous requirements.

- (1) All persons licensed under this chapter and each and every one (1) of their agents or employees shall forthwith produce a copy of a city license for inspection by any police officer.
- (2) All persons, whether or not licensed under this article, using any cart, wagon, motor vehicle or other conveyance, when stopping upon the streets or public right-of-ways of the city for the purposes of conducting business, shall draw up to and parallel with the curbline and in such a manner so as not to obstruct vehicle or pedestrian travel.
- (3) No person shall engage in selling in a fixed location on a street corner or public right-of-way for longer than two (2) continuous hours.

Sec. 16-394. Prohibited practices.

The following conduct by any person, licensee, agent or employee thereof shall be considered in violation of this Code, and, in addition to prosecution, may result in the suspension or revocation of any license granted under this article.

- (1) Entering a private residence under pretense other than for peddling.
- (2) Remaining in a private residence or on the premises thereon after the owner or occupant has requested the licensee to leave.
- (3) Going in and upon the premises of a private residence to peddle when the owner or occupant thereof has displayed a "no peddling" sign on such premises.
- (4) Peddling at a private residence prior to 8:00 a.m. and after 8:00 p.m., unless by prior invitation of the occupant.
- (5) Peddling or operating a concession on a street or within an area which has been closed by city council resolution for an art fair, street fair or other special event, except where special permits are issued in accordance with standards established by the city council, or the peddler, transient merchant or concessionaire is exempted pursuant to section 16-388(9).
- (6) Shouting or calling wares or using a public address system, horn, bell, or other noise-making device to call attention to the licensee's business in such a way as to disturb residents or adjacent businesses.
- (7) Occupying any space for the purpose of peddling or as a transient merchant on any public place, street, or adjacent public right-of-way within the central commercial district, except as provided for below:

A concessionaire license may be granted by resolution of the city council within appropriate areas of the public right-of-way or other city-owned property of the central commercial district. Concessionaires shall be limited to locations and times within the

central business district, as determined by the city council, and a concessionaire license fee as required by section 16-391 of this article shall be paid by each concessionaire in advance of any activities on the approved site by the concessionaire.

- (8) Sell or offer for sale any edible items, goods, wares, or merchandise in any city park unless first complying with the requirements of chapter 19 of this Code.

Sec. 16-395. Sidewalk cafes.

An applicant wishing to establish a sidewalk cafe; may do so on a sidewalk of the city, but only if all of the following conditions are met:

- (1) The applicant pays a permit fee (set by resolution of city council) to the City and obtains a permit from the clerk to operate a sidewalk cafe;
- (2) The location of the tables, chairs, and other appurtenances comprising the sidewalk cafe; are indicated on a plot site plan (PSP) per the requirement of subsection 28-111(c)(1)(a). of this Code. The PSP must indicate the following:
 - (a) The tables, chairs, and other appurtenances of the sidewalk cafe; are placed adjacent to a building containing a restaurant business owned or leased by the person operating the sidewalk cafe;
 - (b) The tables, chairs and other appurtenances of the sidewalk cafe; are placed in a way that:
 - i. A clear pathway at least five (5) feet in width—free of street trees, street furniture, signs, and other obstructions—is maintained along the sidewalk; and
 - ii. Ingress or egress from any building or driveway is not blocked.
 - (c) The tables, chairs, and other appurtenances of the sidewalk cafe are not permanently anchored to the sidewalk in any way.
 - (d) Any temporary fencing (see section 28-111(d)(4)(a). of this Code).
- (3) The establishment and operation of the sidewalk cafe does not occur before April fifteenth of a calendar year for which a permit is granted nor after October thirty-first of the same year.
- (4) The tables, chairs and other appurtenances of the sidewalk cafe are not placed on the sidewalk prior to April fifteenth and are removed therefrom prior to November first.
- (5) The applicant has provided the city with a certificate of insurance which shows that it is in effect during the entire period of the proposed activities with a minimal amount of one million dollars (\$1,000,000.00) bodily injury protection per incident and one million dollars (\$1,000,000.00) property damage protection per incident with a product liability rider in the minimum amount of one million dollars (\$1,000,000.00) per incident, such certificate to list the city as an additional insured.

- (6) The operation of the sidewalk cafe; occurs only during the normal business hours of the restaurant within the building owned or leased by the person operating the sidewalk cafe;
- (7) The applicant has obtained all required liquor control commission permits and state and city licenses and is otherwise in compliance with all rules and regulations pertaining thereto. The patrons and the employees of a sidewalk cafe; authorized to vend alcoholic beverages by the liquor control commission shall not be deemed to be in violation of chapter 3 of this Code;
- (8) No entertainment or extension of entertainment by loudspeaker or otherwise is permitted outside of the building containing the restaurant business owned or leased by the person operating the sidewalk cafe;
- (9) The area in and about the sidewalk cafe is kept free of debris and litter.

Sec. 16-396. Suspension or revocation.

Upon receipt of a complaint alleging a violation of this article, the city clerk shall conduct an investigation to determine whether the complaint is valid. Any peddler, transient merchant, concessionaire or sidewalk cafe license issued by the city may be suspended by the city clerk if it is determined that the nature of the violation warrants such action.

- (1) Any person aggrieved by such action shall have the right to a hearing before a hearing officer appointed by the city clerk, provided a written request therefor is filed with the city clerk within five (5) days after receipt of notice of suspension. The hearing shall commence not later than twenty (20) days after the request is received by the city clerk. If no hearing is requested, the license shall automatically be revoked in conformity with subsection (5).
- (2) At least ten (10) days prior to the hearing, the licensee shall receive a reasonably definite statement of the charges against him and the reasons for the suspension.
- (3) The hearing officer shall:
 - a. Hear and receive testimony and material evidence offered by the city in support of suspension.
 - b. Hear and receive testimony and material evidence offered by the licensee disputing the city's evidence.
 - c. Give full and fair consideration to all the evidence presented.
 - d. Within twenty (20) days following completion of the hearing, prepare and file with the city clerk a written decision either rescinding the suspension or revoking the license for the duration of the license period.
- (4) Upon suspension or revocation of any license, the fee therefor shall not be refunded.

- (5) Any licensee whose license has been revoked shall not be eligible to apply for a new license for a period of one (1) year after such revocation.

Sec. 16-397. License expiration.

All peddler, transient merchant, concessionaire and sidewalk cafe licenses shall expire upon the date specified therein.

Sec. 16-398. Group license.

Whenever more than one (1) person is involved as a peddler, transient merchant or concessionaire on behalf of the same individual, business, organization or group, such person may apply for a group license in lieu of individual licenses. However, each peddler, transient merchant and concessionaire will be required to carry a copy of the license and, accordingly, must supply the city clerk with the information he deems necessary.

Sec. 16-399. Insurance.

No vehicle, cart, or pushcart shall be licensed in accordance with this article unless and until the owner thereof files with the city clerk proof of the existence of a policy of insurance issued by a company licensed to do business in the state, which policy insures the ability of the applicant for the license to respond to damages for any liability thereafter incurred resulting from the ownership, maintenance, use or operation of such vehicle, cart or pushcart licensed to the applicant, for personal injury or death of any one (1) person in the minimum amount of three hundred thousand dollars (\$300,000.00) bodily injury protection per incident and one hundred thousand dollars (\$100,000.00) property damage protection per incident with a product liability rider in the minimum amount of one hundred thousand dollars (\$100,000.00) per incident, such certificate to list the city as an additional insured.

Sec. 16-400. Construction.

Nothing in this article shall be construed to repeal or in any other way abrogate the provisions of chapter 28 of this Code.

Sec. 16-401. Penalty.

Any person violating any provision of this article, shall, upon conviction thereof, be punished in accordance with section 1-18 of this Code.

Sec. 16-402. Outdoor sales and display areas.

An applicant wishing to display and sell edible items, wares, goods, or merchandise may do so on a public sidewalk, but only if all of the following conditions are met:

- (1) The applicant pays an annual permit fee set by resolution of city council to the city and obtains an annual permit from the clerk to operate an outdoor sales and display area.

- (2) The location of the tables, bins, and other appurtenances comprising the outdoor sales and display area are indicated on a plot site plan (PSP) per the requirement of subsection 28-111(c)(1)a. of this Code. The PSP must indicate the following:
 - (a) The tables, bins, and other appurtenances comprising the outdoor sales and display area are placed adjacent to a building containing a retail business owned or leased by the person operating the outdoor sales and display area.
 - (b) The tables, bins, and other appurtenances comprising the outdoor sales and display area are placed in a way that:
 - i. A clear pathway at least five (5) feet in width—free of street trees, street furniture, signs, and other obstructions—is maintained along the sidewalk, and
 - ii. Ingress or egress from any building or driveway is not blocked.
 - (c) Any temporary fencing (see subsection 28-111(d)(4)a. of this Code).
- (3) The tables, bins, and other appurtenances comprising the outdoor sales and display area are not permanently anchored to the sidewalk in any way.
- (4) The applicant has provided the city with a certificate of insurance which shows that it is in effect during the entire period of the proposed activities with a minimal amount of one million dollars (\$1,000,000.00) bodily injury protection per incident and one million dollars (\$1,000,000.00) property damage protection per incident with a product liability rider in the minimum amount of one million dollars (\$1,000,000.00) per incident, such certificate to list the city as an additional insured.
- (5) The operation of the outdoor sales and display area occurs only during the normal business hours of the retail business within the building owned or leased by the person operating the outdoor sales and display area.
- (6) The applicant has obtained all required liquor control commission permits and state and city licenses and is otherwise in compliance with all rules and regulations pertaining thereto. The patrons and the employees of an outdoor sales and display area authorized to vend alcoholic beverages by the liquor control commission shall not be deemed to be in violation of chapter 3 of this Code.
- (7) No entertainment or extension of entertainment by loudspeaker or otherwise is permitted outside of the building containing the retail business owned or leased by the person operating outdoor sales and display area.
- (8) The area in and about the outdoor sales and display area is kept free of debris and litter.

Sec. 16-403. Donation boxes.

Donation boxes are prohibited in the city with the exception of registered nonprofit organizations on nonresidential property —located outside of the central commercial district— in accordance with the following:

- (1) Nonresidential premises devoted to nonprofit purposes, including churches, temples, and similar places of worship, are permitted to have up to two (2) donation boxes.
- (2) The donation box or boxes are not permitted in the front yard and must be appropriately located so as not to interfere with sight triangles, on-site circulation, required setbacks, landscaping, parking, and any other standards contained in this chapter.
- (3) The donation box or boxes must be a neutral or earth tone color and must be located against the building which is the primary use on the property.
- (4) The donation box or boxes must be of the type that are enclosed by use of a receiving door and locked so that the contents of the donation box or boxes cannot be accessed by anyone other than those responsible for the retrieval of the contents.
- (5) Each donation box cannot cover a ground surface area in excess of five (5) feet by five (5) feet, nor be more than six (6) feet six (6) inches in height. Groupings of up to two (2) donation boxes cannot cover a ground surface area in excess of five (5) feet by ten (10) feet.
- (6) Each donation box must be regularly emptied of its contents so that it does not overflow, resulting in used clothing being strewn about the surrounding area. Violators will be fined in accordance with chapter 12 of this Code.
- (7) A license for a donation box or boxes (and the associated fee set by resolution of city council) is required. The permit shall be issued by the city (or designee), but can only be granted when it is determined by the zoning administrator (or designee) that:
 - (a) The donation box or boxes are for use by a duly registered nonprofit organization;
 - (b) The proper types of donation box or boxes are being used as described by this Section;
 - (c) The donation box or boxes are being placed in a proper location as described by this Section, as indicated on the plot site plan (PSP) required by chapter 28 of this Code;
 - (d) A letter of authority/permission from the owner of the property upon which the donation boxes are to be and/or are already located has been submitted to the zoning administrator (or designee); and
 - (e) The name, address and phone number of the nonprofit organization or church displayed on each donation box.
- (8) The permit issued by the city must be displayed on the front of each donation box.
- (9) If any donation box or boxes are placed without a permit or an inspection reveals that such donation box or boxes are not in compliance with this section, enforcement action will be taken in accordance with chapter 12 of this Code.

Secs. 16-404 - 16-420. Reserved.

ARTICLE XV. RESERVED.

ARTICLE XVI. TAXICABS AND TAXICAB DRIVERS

Sec. 16-443. Title.

This article shall be known as the "Taxicab Ordinance" of the City of Jackson.

Sec. 16-444. Purpose.

This article establishes rules and regulations for the operation of taxicabs in the City of Jackson, and establishes minimum qualifications for taxicabs and taxicab drivers, to protect public health, safety, and welfare of the residents of the city.

Sec. 16-445. Findings.

The council finds the following:

- (1) It is hereby declared and found that the business of transporting passengers for hire by motor vehicle in the City of Jackson is in the public interest, is vital to the integral transportation system of the city, and must therefore be supervised, regulated, and controlled by the city.
- (2) Taxicabs should be covered by regulations which not only cover the conduct of the business, but also the condition of the vehicle and equipment used in the business and the qualifications of drivers of such vehicles.

Sec. 16-446. Unlawful to operate.

It shall be unlawful for any person to own, operate, keep or drive for pay or hire within the limits of the city any taxicab without complying in all particulars with the terms and provisions of this article.

Sec. 16-447. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Driver means and includes every person in charge of and/or operating any taxicab, either as agent or employee or otherwise.

Owner means and includes every person having the legal or equitable ownership of any taxicab.

Taxicab means every 4-door automobile or motor-propelled vehicle that is in compliance with the Michigan Motor Vehicle Code, Act No. 300 of the Public Acts 1949 (MCL 257.1 et seq., as

amended) (hereinafter "Motor Vehicle Code") with a seating capacity of seven (7) passengers or less used for the transportation of passengers over the public streets of the city for pay or hire, and not over defined routes, the trip and/or its destination of which vehicle are fixed by the person hiring the same, irrespective of whether such operations extend beyond the limits of the city.

Sec. 16-448. Driver's license.

No person shall drive a taxicab, and no person shall permit any agent or employee to drive any taxicab under his control, within the city unless such driver has first obtained a State of Michigan chauffeur's license. Any driver habitually operating a taxicab in any other municipality may carry passengers from such municipality to any place or point within the city and may freely enter and temporarily travel upon the streets and thoroughfares thereof for that purpose, without procuring a license as herein provided; but such driver shall not solicit business on the streets of the city or otherwise operate within the city without a license within the provisions of this article.

Sec. 16-449. Driver qualifications.

- (1) Each applicant for a taxicab driver's license must have the following qualifications and comply with the following conditions:
 - (a) Be currently licensed by the state to operate an automobile as a chauffeur.
 - (b) Be of the age of eighteen (18) years or older.
 - (c) Present a licensed physician's signed certificate which certifies the applicant was examined by the physician and was found to have normal eyesight and hearing and is not suffering from any disease or infirmity which would render the applicant incapable of safely operating a public vehicle.
 - (d) Be able to read, write and speak the English language.
 - (e) Complete, sign and swear to a statement to be provided by the director of police and fire services (or designee), which statement gives the following information about the applicant:
 - i. Full name.
 - ii. Present residence.
 - iii. Date and place of residence for five (5) years previous to the time of making application.
 - iv. Color of eyes and color of hair.
 - v. Name of previous employers.
 - vi. Whether applicant has ever been convicted of a felony, and the nature of such felonies, if any.
 - vii. Applicant's state chauffeur driver's license number and a copy of applicant's State of Michigan driving record.
 - viii. Any other information that the director of police and fire services (or designee) may require.
- (2) The director of police and fire services (or designee) shall investigate the contents of the statement submitted by the applicant. The application shall be filed with the city clerk and kept in that office as a record. Any applicant for a taxicab driver's license under this

article is obligated to notify the director of police and fire services (or designee) of a change of address or other changes of information required in this section. Such notification will be made within ten (10) days of the date of the change.

Sec. 16-450. Disqualifications; exceptions.

- (1) No taxicab driver's license shall be issued to any person under the provisions of this article who has been under any sentence, including parole, probation, or actual incarceration for the commission of a felony involving prohibited sexual conduct or is otherwise required to register on the State of Michigan Sex Offender Registry.
- (2) No taxicab driver's license shall be issued under the provisions of this article to any person who presently has nine (9) or more points assessed against his driving record pursuant to the provisions of the Motor Vehicle Code.
- (3) Notwithstanding subsection (b) above, the director of police and fire services or his designated representative may approve the issuance of a taxicab driver's license to an applicant duly licensed to drive by the state when, after investigation, it shall appear that a disqualified applicant does not present an unacceptable traffic safety risk. For purposes of this section, an applicant shall be deemed to present an unacceptable traffic safety risk where he has, during the two (2) years immediately prior to the date of application:
 - (a) Been involved in two (2) or more accidents; or
 - (b) Been convicted of either driving under the influence of intoxicating liquor or drugs or of driving while his ability was visibly impaired; or
 - (c) Been convicted of reckless driving, negligent homicide or manslaughter involving the use of an automobile.
- (4) In any case involving the approval of a taxicab driver's license by the director of police and fire services (or designee), the director shall request that the city clerk revoke such license, if upon satisfactory proof, it appears that the licensee has incurred additional points against his driving record bringing such point total to twelve (12) or more. Such licensee shall thereafter be disqualified from receiving a taxicab driver's license until such time as his point total is reduced to fewer than nine (9).

Sec. 16-451. Issuance of taxicab driver's license.

Upon certification by the director of police and fire services (or designee) of applicant's satisfactory fulfillment of the qualifications in section 16-449, and in the absence of disqualifications under section 16-450, the city clerk shall issue the applicant an annual taxicab driver's license which shall be in such form as may be prescribed by the city clerk. The city clerk shall keep a register in which shall be listed the names of all persons to whom such licenses are granted, the date any license is issued, the number of each license, and any additional data, which in the judgment of the clerk may be necessary. No taxicab driver's license shall be issued under this section until all fees required by this chapter have been paid to the city clerk.

Sec. 16-452. Display of license.

The license issued pursuant to section 16-451 shall be constantly and conspicuously displayed on the outside of the driver's coat or shirt when the driver is engaged in his or her employment and shall only be worn by the person to whom the license is issued. Such license shall contain at least the following: the name of licensee; the license number; the licensee's age, height, weight, color of hair, color of eyes; a recent photograph of licensee. Upon request, the driver shall present such license for inspection. No license issued pursuant to this section shall be transferred or assigned to any other person, nor shall the holder of such license allow the same to be used by any other person for any purpose.

Sec. 16-453. Suspension or revocation of license.

- (1) Taxicab driver's licenses may be revoked or suspended for cause by the city clerk. Cause for suspension or revocation shall include, in addition to the provisions of section 16-17, the following:
 - (a) The conviction of licensee of a felony.
 - (b) The conviction of licensee of a violation of a criminal statute, which violation involves the use of a taxicab for unlawful purposes.
 - (c) The expiration, suspension, or revocation of the licensee's state chauffeur's license, or the accumulation of nine (9) points against licensee's driving record pursuant to Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.320a, MSA 9.2020(1)).
 - (d) Any false statements made by licensee in an application for the taxicab driver's license.
 - (e) Violation of any of the provisions of this article.
- (2) Any taxicab driver's license issued pursuant to this article may be suspended by the city clerk, which shall be deemed a suspension with intent to revoke. The city clerk will comply with section 16-16 of this Code in noticing the suspension. The suspension with intent to revoke shall automatically become a revocation of the license unless the licensee requests an appeal hearing within five (5) business days after receipt of notice of suspension pursuant to section 16-16 of this Code, as amended.

Sec. 16-454. Taxicab license.

No person shall operate or permit to be operated in the city any taxicab over which that person has control without first having obtained a taxicab license therefor, or without complying in every respect with the provisions of this article. Any taxicab being habitually operated in any other municipality may carry passengers from such municipality to any place or point within the city; in such case it shall not be necessary to procure a license for such vehicle, but such vehicle shall not be permitted to solicit business in the city or otherwise operate within this city without a license or without complying with the requirements herein.

Sec. 16-455. Taxicab license requirements.

- (1) Each applicant for a taxicab license must comply with the following requirements:

- (a) If the applicant is an individual or a partnership each individual or partner must be of the age eighteen (18) years or older.
 - (b) The applicant must obtain a license for each and every taxicab to be operated, which must be affixed to the inside lower left rear window.
 - (c) The applicant must fill out, sign and swear to a statement on a form to be provided by the director of police and fire services (or designee), which statement includes a description of each vehicle to be licensed; the full name and address of the owner or owners, legal and equitable, of each vehicle; the make of the vehicle; its vehicle identification number; and whatever other information shall be required by the director of police and fire services (or designee). In addition to the above, the statement shall include the name of the company issuing a policy or certificate of liability insurance as required in section 16-457.
- (2) Nothing in this article shall be construed to prohibit a person from licensing a taxicab purchased under a title contract or plan of financing or the title thereto vests in some other person for the purpose of security only.

Sec. 16-456. Taxicab license plate and number.

Upon certification by the director of police and fire services (or designee) that the applicant for a license and the taxicab to be licensed meet all the qualifications prescribed by this article, and upon payment by the applicant of the fee for a taxicab license to the city clerk, as prescribed by article II of this chapter, the city council shall approve the taxicab license; provided, however, that the city council shall refuse a taxicab license when in its opinion there is currently licensed a sufficient number of taxicabs to adequately serve the public convenience and necessity or when, in its judgment, existing operating transportation facilities are reasonably sufficient to serve the public demand, or when in its judgment, the use of the streets by the additional taxicabs would interfere with the public use of the street, congest traffic, or in other ways endanger the person or property of others using the streets. Upon approval by the city council the city clerk shall deliver to the approved licensee, for each and every licensed taxicab, an annual license, which license shall be in the form of a tag and shall bear the license number and the year for which the license was issued. Such tags shall be affixed by the owner upon the inside lower left rear window of the taxicab, facing and plainly visible from the outside rear of the vehicle.

Sec. 16-457. Insurance.

- (1) Each taxicab business operating within the city limits shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:
 - (a) Comprehensive general liability insurance, public liability including premises, products and complete operations:
 - i. Bodily injury liability:
Each person: \$500,000.00
Each occurrence: \$500,000.00
 - ii. Property damage liability:
Each occurrence: \$500,000.00 or in lieu of a. and b., above

- iii. Bodily injury and property damage combined:
Single limit: \$500,000.00
 - (b) Comprehensive automobile liability insurance including owned, non-owned and hired vehicles:
 - i. Bodily injury liability:
Each person: \$500,000.00
Each occurrence: \$500,000.00
 - ii. Property damage liability:
Each occurrence: \$500,000.00 or in lieu of a. and b., above
 - iii. Bodily injury and property damage combined:
Single limit: \$500,000.00
- (2) No permit or license required by this article shall be granted to any person to operate any taxicab upon the streets or elsewhere in the city until such person shall have first filed with the city clerk a certificate of the above stated insurance requirements, issued to such person by a public liability insurance company authorized to do business in the state.
- (3) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city clerk shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city clerk before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate any taxicabs covered thereby until a new policy or policies complying with the provisions of this section is filed with the city clerk.
- (4) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, the owner's agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

Sec. 16-458. Inspection of taxicabs.

No taxicab shall be licensed under this article until it has been thoroughly and carefully inspected and examined by the police department and found to be in a thoroughly safe condition for the transportation of passengers, clean, of good appearance and well painted and otherwise in compliance with the Motor Vehicle Code. The police department is hereby authorized and empowered to establish rules and regulations for the inspection of such vehicles and their appearance, construction and condition of fitness. Any member of the police department shall

have the right, at any reasonable time, after displaying proper identification, to enter into or upon any licensed taxicab for the purpose of ascertaining whether or not any of the provisions of this article are being violated.

Sec. 16-459. Name of owner or taxicab company.

Every taxicab licensed under the provisions of this article shall have the name of the owner of the taxicab, or the taxicab company with which the owner is associated, plainly visible on the main panel of each of the two (2) rear doors or two (2) front doors, in letters at least five (5) inches in height and in legible type. In the event of change of ownership or taxicab company association, the lettering shall be removed or changed to comply with this section.

Sec. 16-460. Number of cab.

Every taxicab vehicle licensed under the provisions of this article shall have the number of the license plainly visible in figures five (5) inches in height. The number of each cab shall be at least five (5) inches high on the main panel of each of the front doors or each side of the cowl. Such number shall be removed in the event of change of ownership of such vehicle and if again used as a taxicab the proper number shall be placed thereon before the same shall be used again.

Sec. 16-461. Taximeters.

Every taxicab operated on the streets of the city shall have affixed thereto a taximeter of a size and design approved by the director of police and fire services (or designee). Such meter shall be some mechanically approved instrument or device made for the purpose of installation on taxicabs by which the charge for hire of a taxicab is mechanically calculated for both distance traveled and waiting time, and upon which such device such charge shall be indicated by means of figures which shall be visible to the passenger in the taxicab. Such taximeter shall be inspected and tested in such manner and by such persons as the director of police and fire services (or designee) may from time to time direct. No taxicab shall be let or hired upon a meter basis when the taximeter thereon is broken, out of order, or for any other reason does not accurately register the fare.

Sec. 16-462. Rates' display; receipt.

There shall be affixed in each taxicab licensed under this article, for the convenience and information of passengers and in such manner as to be easily read by any person riding therein, a sign or placard, plainly legible, showing the rates of fare under which such taxicab is operated. The owner or driver in charge of such taxicab shall not demand, nor be entitled to receive any pay for the conveyance of any passengers unless such card bearing such rates of fares shall be conspicuously displayed as hereinbefore provided; nor shall such owner or driver charge or collect a rate of fare greater than that revealed on such placard or sign. If demanded by the passenger, the driver in charge of a taxicab shall deliver to the person paying for the hiring of the taxicab at the time of such payment, a receipt therefore in legible type or writing, containing the name of the owner, the driver's license number, the total amount paid and the date of payment.

Sec. 16-463. Rates of fare.

No person owning, operating or controlling any motor vehicle used as a taxicab within the city shall hire or let such vehicle without first filing with the city clerk a schedule of rates and fees to be charged for transportation and/or other services offered. No revision of such rates and/or fees to be charged shall be made until fifteen (15) days' notice of such revision has been filed with the city clerk.

Sec. 16-464. Driver shall not deceive.

It shall be unlawful for any person owning or driving any taxicab to deceive, misinform or mislead any passenger who may ride in such vehicle or who may desire to ride in such vehicle, as to his destination or the price to be charged for conveying such passengers or for other services offered. Any person owning or driving any taxicab who shall overcharge a passenger, or charge a passenger in excess of the rate of fare or fees as indicated on the taximeter, if a taximeter is placed therein and the tax hired by mileage, or on the card or sign displayed inside of the cab, shall be deemed guilty of a violation of this article.

Sec. 16-465. Direct route.

Any taxicab driver employed to transport passengers to a definite point shall take the shortest and most direct route possible that will carry that passenger to his destination safely and expediently.

Sec. 16-466. Driver's duty to convey.

No driver of a licensed taxicab shall refuse or neglect to convey any person within the city unless previously engaged or unable to do so; provided such person or persons agree to pay the fare for the operation of such taxicab. No driver of a licensed taxicab shall carry any other person than the person first employing the taxicab, without the consent of such passenger. No driver shall carry a number of passengers greater than the seating capacity of his taxicab. No passenger under the age of eighteen (18) shall be allowed to sit in the front seat of a taxicab.

Sec. 16-467. Passenger's duty to pay.

Upon arrival at a destination, it shall be a violation of this article if a passenger refuses to pay the fare.

Sec. 16-468. Duty to transport passengers when available.

The driver of any taxicab who shall report from his/her location to his/her business office that his/her cab is available for service and who shall receive after such report an order or direction to call at any point within the limits of the city to transport, then or within twelve (12) hours thereafter, any passenger or passengers from such appointed place to any other point within the city, shall forthwith or at such appointed time, fill such order and transport such passenger or passengers.

Sec. 16-469. Cruising and soliciting.

No taxicab drivers shall solicit passengers except when sitting on the driver's seat of such taxicab and no taxicab driver shall solicit passengers by driving through any public street or place at such a speed as to interfere with or impede traffic.

Sec. 16-470. Return of property.

Whenever any package or article of baggage or goods of any kinds shall be left in or on any taxicab, or when any such package or article shall be left in the custody of any driver, the driver of such taxicab shall forthwith deliver the same to the company's main office and into the hands of the management in charge thereof, and receive from such manager a receipt for same unless such package or article shall be sooner delivered to the owner thereof on the order of such owner.

Sec. 16-471. Tobacco, liquor and drugs.

No taxicab driver shall drive such taxicab while under the influence of liquor or any narcotic drug, nor shall such driver drink any intoxicating liquor whatsoever while on duty, whether or not passengers are in the taxicab of which he is in charge. No driver shall use tobacco in any form while patrons are in the cab.

Sec. 16-472. License fees.

All license fees required shall be as established periodically by the city council through either motion or resolution. If a license application is rejected, a portion of the fee paid, as determined by the city clerk, shall be retained by the city to cover processing costs.

Sec. 16-473. Severability.

Sections of this article shall be deemed severable and should any section, clause, or provision of this article be declared to be invalid, the same shall not affect the validity of the ordinance [from which this article is derived] as a whole or any part thereof other than the part so declared to be invalid.

Sec. 16-474. Saving clause.

The amendment or repeal by this article of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this article or prosecutions based upon actions taken by any person prior to the effective date of this article. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this article.

Sec. 16-475. Conflict.

Except as otherwise expressly provided, the provisions of this article shall control in the event of any inconsistency or conflict between this article and any other provision of any other ordinance of the city.

Sec. 16-476. Penalties.

Any violation of the provisions of this article is, upon conviction, punishable as provided in section 1-18 of this Code.

Secs. 16-477—16-490. Reserved.

ARTICLE XVII. USED CAR DEALERS

Sec. 16-491. Definitions.

The following definitions shall apply in the interpretation of this article unless the context clearly indicates otherwise:

Commercial district, M-2 and M-3 shall mean the corresponding districts established by chapter 28 of this Code.

Established place of business means premises actually and continuously occupied by a used motor vehicle dealer in the transaction of his business.

Junker means any motor vehicle which has been disassembled, dismantled or damaged to the extent that it cannot operate under its own power and which requires major repairs or the installation of major parts to render it operable.

Junkyard means premises where junkers are stored or displayed or parts thereof disassembled, dismantled or removed.

Used motor vehicle means every self-propelled vehicle which has been sold, bargained, exchanged, given away or title transferred from the person who first obtained an official certificate of title.

Used motor vehicle dealer means every person engaged in the business of selling, or disposing of, used vehicles. Such term shall include persons who sell, offer for sale, or dispose of, used vehicles, title to which is in another person.

Sec. 16-492. License required.

No person shall engage in the business of used motor vehicle dealer in the city without first having secured a license therefor.

Sec. 16-493. Application for license.

Application for license as a used motor vehicle dealer shall be made by the owner, partner or officer of the license applicant and shall contain:

- (1) The full name, age, and residence of the dealer, indicating his or its individual, partnership or corporate status.
- (2) The site or sites upon which such business is to be conducted, and whether it is to be an established place of business.
- (3) The length of time such dealer has been in business as a used motor vehicle dealer continuously prior to the application.
- (4) The date and number of license from the secretary of state, authorizing the conduct of a business in used motor vehicles and sales tax license number. No license shall be issued to any person not currently licensed by the secretary of state under Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended, or who does not possess a sales tax license issued by the state department of revenue.
- (5) The application shall state whether or not the applicant, in addition to the conducting of a used motor vehicle business, proposes to engage in the conducting of any other type of business on the premises for which a license is sought; and it shall particularly state whether or not the applicant proposes to operate a public garage, as such term is defined in chapter 28, and whether he proposes to store or display junkers or operate a junkyard, as those terms are defined herein and in chapter 28

Sec. 16-494. Reference to zoning administrator or his designee.

The city clerk shall submit the application for a license under this article to the zoning administrator or his designee, who shall determine whether or not the premises upon which it is proposed to conduct such business is in a use district as provided for in chapter 28, where such business, or businesses, may be lawfully conducted. The zoning administrator or his designee shall endorse his determination upon such application and return the same to the city clerk. In appropriate cases, the appellate jurisdiction of the zoning board of appeals may be invoked. If the applicant possesses the qualifications required by this article, and the premises upon which he proposes to conduct his business is in a proper use district as indicated by the determination of the building inspector(or, in case of appeal, decision of the zoning board of appeals), the city clerk shall forthwith issue a license to the applicant; provided, however, that such license shall not be issued where, by the terms of chapter 28, prior approval is required by the zoning board of appeals, until such prior approval is given.

Sec. 16-495. Established place of business.

No license shall be granted to any person who does not have at the time of application an established place of business, or unless he furnishes satisfactory evidence to the city clerk that, if a license is issued, such established place of business is immediately procurable.

Sec. 16-496. Records.

Every used motor vehicle dealer shall maintain the records required by Section 251 of Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended, which records shall be open to inspection by any police officer of the city during reasonable business hours.

Sec. 16-497. Maintenance of place of business.

All sites for which a license shall have been granted under the provisions of this chapter shall be maintained in a neat, clean and orderly manner. Chapter 28 of this Code, as the same now exists, or as hereafter amended or supplemented, establishing minimum setback, side-yard and rear-yard requirements, shall apply to the parking or display of used motor vehicles on open premises. No motor vehicle, trailer, semitrailer, trailer coach or any other type of vehicle shall be parked in such a manner, or in such a place as to prevent free and unobstructed vision to motorists driving from adjacent streets, alleys or private driveways onto intersecting streets.

Sec. 16-498. Display of unsafe motor vehicles.

It shall be a violation of this article for any person to display or expose for sale any used motor vehicle which is in such state of disrepair, in such mechanical condition, or without required equipment, as to be unsafe for operation on the public highways, or which would constitute a violation of this Code or state law if the same were operated upon a public highway. The presence of such a motor vehicle upon the premises, unless the same is being held for the purpose of repair, shall be deemed prima facie display or exposure for the purpose of sale.

Sec. 16-499. Other Code provisions.

The conducting of a used motor vehicle business shall be subject to all pertinent provisions of chapter 28 of this Code, and of such other provisions of this Code as may be applicable by reason of the licensee engaging in any subsidiary or appurtenant activities. The repair or servicing of motor vehicles, except as to minor repairs strictly incidental to the operation of a used motor vehicle business, shall be considered as the operation of a public garage, as the same is defined in chapter 28 and subject to the limitations thereof.

Sec. 16-500. Registration and title transfer.

When a used motor vehicle dealer holds a used motor vehicle for resale and operates the same only for purposes incident to resale and displays thereon the registration plates issued for such vehicle or when a used motor vehicle dealer does not drive such vehicle or permit it to be driven upon the highways, except for demonstration purposes incident to a resale, the dealer shall not be required to obtain transfer of registration of such vehicle or forward the certificate of title to the department but such dealer shall retain and have in his immediate possession at all times such assigned certificate of title and upon transferring his title or interest to another person shall execute and acknowledge an assignment and warranty of title upon the certificate of title and deliver the same to the person to whom such transfer is made.

Sec. 16-501. Insurance.

Each used motor vehicle dealer shall carry public liability and property damage insurance in an amount of at least twenty thousand dollars (\$20,000.00) for injury or death of one (1) person in any one (1) accident, forty thousand dollars (\$40,000.00) for injury or death of two (2) or more persons in any one (1) accident, and ten thousand dollars (\$10,000.00) property damage insurance upon each automobile operated by him upon streets of the city and shall file with the application a proper certificate issued by an insurance company authorized to do business in the state indicating that the dealer is insured against such risks.

Sec. 16-502. Repossession.

Every used motor vehicle dealer who shall repossess a used motor vehicle from a purchaser who has defaulted on a motor vehicle retail installment sales contract without the knowledge and consent of such purchaser shall forthwith report the fact of such repossession to the director of police and fire services (or designee).

Sec. 16-503. Revocation of licenses.

Any license issued under the terms of this article may be suspended or revoked as prescribed in article I of this chapter, or for any of the following reasons:

- (1) The conducting of any business subsidiary or appurtenant to the used motor vehicle business in violation of chapter 28 or any other applicable provision of this Code.
- (2) Where the licensee is a corporation or partnership, any stockholder, officer, director or partner of the licensee has been guilty of any act or omission which would be cause for suspending or revoking a license issued to such stockholder, officer, director or partner as an individual.
- (3) Revocation by the secretary of state of the dealer's license issued by the secretary of state.

Secs. 16-504—16-509. Reserved.

* * *

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

ORDINANCE 2013 - _____

An Ordinance amending Articles I through XVII of Chapter 16 of the City of Jackson Code of Ordinances to modernize the provisions for regulation of certain businesses, trades and occupations, to adjust or eliminate certain license fees, and to decrease regulations on certain businesses, trades and occupations for the health, safety and welfare of the Citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose

The City Council adopts this ordinance to modernize the provisions for regulation of certain businesses, trades and occupations, to adjust or eliminate certain license fees, and to decrease regulations applicable to certain businesses, trades and occupation for the health, safety and welfare of the Citizens of the City of Jackson.

Section 2. That Articles I through XVII of Chapter 16 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 16-1. Licenses required.

No person shall engage, or be engaged, in the operation, conduct or carrying on of any trade, profession, business or privilege for which any license is required by any provision of this Code without first obtaining a license from the city in the manner provided for in this chapter.

Sec. 16-2. Multiple businesses.

The granting of a license or permit to any person operating, conducting or carrying on any trade, profession, business or privilege which contains within itself, or is composed of, trades, professions, businesses or privileges which are required by this Code to be licensed, shall not relieve the person to whom such license or permit is granted from the necessity of securing individual licenses or permits for each such trade, profession, business or privilege, except as specifically provided elsewhere in this Code.

Sec. 16-3. State-licensed businesses.

The fact that a license or permit has been granted to any person by the state to engage in the operation, conduct or carrying on of any trade, profession, business or privilege shall not exempt such person from the necessity of securing a license or permit from the city if such license or permit is required by this Code.

Sec. 16-4. License application.

Unless otherwise provided in this Code, every person required to obtain a license from the city to engage in the operation, conduct or carrying on of any trade, profession, business or privilege shall make application for such license to the city clerk upon forms provided by the city clerk and shall state under oath or affirmation such facts, as may be required for, or applicable to, the granting of such license. No person shall make any false statement or representation in connection with any application for a license under this Code.

Sec. 16-5. License year.

The license year applicable to annual licenses shall begin on May first of each year and shall terminate at 12:00 midnight on April thirtieth the following year. Original licenses shall be issued for the balance of the license year at the full license fee until November first, on which date and for the balance of the license year, the annual fee shall be reduced by one-half for the balance of that license year. License applications for license renewals shall be accepted and licenses issued for a period of fifteen (15) days prior to the annual expiration date. In all cases where the provisions of this Code permit the issuance of licenses for periods of less than one (1) year, the effective date of such licenses shall commence with the date of issuance thereof.

Sec. 16-6. Conditions for issuance.

No license or permit required by this Code shall be issued to any person who is required to have a license or permit from the state until such person shall submit evidence of such state license or permit and proof that all fees appertaining thereto have been paid. No license shall be granted to any applicant therefor until such applicant has complied with all of the provisions of this Code applicable to the trade, profession, business or privilege for which application for license is made, nor unless the applicant agrees in writing to permit inspection of the licensed premises at reasonable hours by authorized officers of the city.

Sec. 16-7. Where certification required.

No license shall be granted where the certification of any officer of the city is required prior to the issuance thereof until such certification is made.

Sec. 16-8. Fire chief's certificate.

In all cases where the certification of the fire chief [or director of police and fire services \(or designee\)](#) is required prior to the issuance of any license by the city clerk, such certification shall be based upon an actual inspection and a finding that the premises in which the person making application for such license proposes to conduct or is conducting the trade, profession, business or privilege comply with all the fire regulations of the state and of the city.

Sec. 16-9. Police chief's certification.

In all cases where certification by the chief of police [or director of police and fire services \(or designee\)](#) is required prior to the issuance of any license by the city clerk, such certification shall

be based upon a finding by the [director of police and fire services \(or designee\)](#) ~~chief of police~~ that the applicant has met all public safety and criminal history prerequisites, if any, of any applicable licensing ordinance.

Sec. 16-10. Certification by the chief building official and zoning administrator.

In all cases where the carrying on of the trade, profession, business or privilege involves the use of any structure or land, a license therefor shall not be issued until the chief building official and zoning administrator (or designees) shall certify that the proposed use is not prohibited by the building (see chapter 5) and zoning (see chapter 28) standards, respectively, of this Code, or other regulations of the city.

Sec. 16-11. Bonds.

Where the provisions of this Code require that ~~the applicant for any license or permit furnish a bond~~ [a bond be furnished](#), such bond shall be furnished in an amount deemed adequate by the proper city officer, or, where the amount thereof is specified in ~~the schedule~~ [a resolution](#) of fees and bonds ~~set out elsewhere in this Code~~, in the amount so required, and the form of such bond shall be acceptable to the city attorney. In lieu of a bond, an applicant for a license or permit may furnish one (1) or more policies of insurance in the same amounts and providing the same protection as called for in any such bond; any such policies of insurance shall be approved as to substance by the city official issuing such license or permit and as to form by the city attorney.

Sec. 16-12. Late renewals.

All fees for the renewal of any license which are not paid at the time such fees shall be due, shall be paid as "late fees" with an additional twenty-five (25) percent of the license fee required for such licenses under the provisions of this chapter for the first fifteen (15) days that such license fee remains unpaid and thereafter the license fee shall be that stipulated for such licenses plus fifty (50) percent of such fee.

Sec. 16-13. Issuance.

If the application for any license is approved by the proper officers of the city, as provided in this Code, such license shall be granted and shall serve as a receipt for payment of the fee prescribed for such license.

Sec. 16-14. Fees; when paid.

The fee required by this Code for any license or permit shall be paid at the office of the issuing authority prescribed in this Code upon or before the granting of such license or permit. [In addition to the fees required by this Code or by Resolution, additional fees may be charged by various city departments for inspections required by this Code. Additional fees may also be charged for responses or services by or from the police and fire services or the department of public works.](#)

Sec. 16-15. Exempt persons.

No license fee shall be required from any person exempt from such fee by state or federal law. Such person shall comply with all other provisions of this chapter. The city clerk shall, in all such cases, issue to such persons licenses which are clearly marked as to such exemption and the reason therefor.

Sec. 16-16. Suspension/revocation; hearing procedures.

- | (a~~1~~) Any license issued by the city may be suspended with the intent to revoke by the city clerk when it appears to the city clerk there is a reasonable basis to believe the licensee has engaged in conduct constituting cause for suspension as defined by section 16-17 or as otherwise provided in this Code.
- | (b~~2~~) Any suspension with the intent to revoke under this section shall be in written form stating the reasons for suspension and shall be effective upon mailing to the last known address of the licensee.
- | (c~~3~~) Any licensee whose license has been suspended with the intent to revoke under this section shall have the right to a hearing before the city council upon the appropriateness of such suspension, provided a written request for such hearing is filed with the city attorney within ten (10) business days after mailing of the notice of suspension by the city to the licensee.
- | (d~~4~~) Upon such request, the city council shall conduct a hearing, and based upon a preponderance of the evidence presented, shall by vote of a majority of its membership either (1) overturn the action of the city clerk and reinstate the license or (2) confirm the action of the city clerk.
- | (e~~5~~) If a licensee whose license has been suspended with the intent to revoke fails to request a hearing as provided herein, or if the city council after a hearing confirms the action of the city clerk, the license shall be deemed to be fully and completely revoked for the balance of the license year.
- | (f~~6~~) Upon revocation of any license hereunder, the fee therefor shall not be refunded. Any licensee whose license has been revoked shall not be eligible to apply for a new license for the same-trade, profession, business, or privilege for a period of one (1) year after such revocation.

Sec. 16-17. Cause for suspension defined.

The term "cause for suspension," as used in this chapter, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any trade, profession, business, or privilege for which a license is granted under the provisions of this chapter, or upon any premises or facilities used in connection therewith, which act, omission, or condition is any of the following:

- (1) Contrary to the health, safety, or welfare of the public.
- (2) Unlawful or fraudulent in nature.
- (3) Unauthorized or beyond the scope of the license granted.
- (4) Forbidden by the provisions of this Code or any other duly established rule or regulation of the city applicable to the trade, profession, business or privilege for which the license was granted, regardless if a conviction results.
- (5) Forbidden by any state statute or rule governing the same trade, profession, business, or privilege for which the city license was granted, regardless if a conviction results.
- (6) A conviction for a crime involving theft, dishonesty, receipt of stolen property, or embezzlement arising out of the trade, profession, business, or privilege for which the license was granted.
- (7) The licensee has ceased to operate or otherwise abandoned the trade, profession, business, or privilege for which the city license was granted.
- (8) Statements on the application were false or misleading.

Sec. 16-18. License renewal.

Unless otherwise provided in this Code, an application for renewal of a license shall be considered in the same manner as an original application.

Sec. 16-19. Exhibition of license.

No licensee shall fail to carry any license issued in accordance with the provisions of this chapter upon his person at all times when engaged in the operation, conduct or carrying on of any trade, profession, business or privilege for which the license was granted; except that where such trade, profession, business or privilege is operated, conducted or carried on at a fixed place or establishment, such license shall be exhibited at all times in some conspicuous place in his place of business. Every licensee shall produce his license for examination when applying for a renewal thereof or when requested to do so by any city police officer or by any person representing the issuing authority.

Sec. 16-20. Exhibition of tags or stickers on vehicle or machine.

No licensee shall fail to display conspicuously on each vehicle or ~~mechanical device or machine~~ required to be licensed by this Code such tags or stickers as are furnished by the city clerk.

Sec. 16-21. Displaying invalid license.

No person shall display any expired license or any license for which a duplicate has been issued.

Sec. 16-22. Transferability; misuse.

No license or permit issued under the provisions of this Code shall be transferable unless specifically authorized by the provisions of this Code. No licensee or permittee shall, unless specifically authorized by the provisions of this Code, transfer or attempt to transfer his license or permit to another nor shall he make any improper use of the same.

Sec. 16-23. Misuse; automatic revocation.

In addition to the general penalty provision for violation thereof, any attempt by a licensee or permittee to transfer his license or permit to another, unless specifically authorized by the provisions of this Code, or to use the same improperly shall be void and result in the automatic revocation of such license or permit.

Sec. 16-24. Penalty.

Any person violating any section of this chapter shall be, upon conviction, punished as provided by section 1-18 of this Code.

Secs. 16-25 - 16-50. Reserved.

ARTICLE II. FEES AND BONDS

Sec. 16-51. Schedule established.

The fee required to be paid and the amount of any bond required to be posted to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of this Code shall be [by resolution of the city council](#) ~~as hereinafter provided in this article~~. No license shall be issued to any applicant unless he pays to the city clerk the fee and posts a bond in the amount required for the type of license desired.

~~Sec. 16-52. Fees for licenses.~~

~~Fees for licenses shall be~~ Fees for licenses shall be by resolution of the city council. ~~as prescribed in the following entries of this section under the business, trade, occupation or privilege to be licensed. Bonds, where required, shall be in the amounts listed beneath the license fee prescribed for such business.~~

Antique dealer:

As principal business, annual fee	41.00
As incidental business, annual fee	21.00
Arcade owner's license	288.00

Auction:	
Annual license fee	50.00
Inventory fee required each time an inventory list is filed for an auction sale	25.00
Bicycles (see Uniform Traffic Code):	
Billiard room (see Poolroom):	
Bowling alleys:	
Annual fee	41.00
Plus each alley, annual fee	8.00
Building contractors:	
Annual state residential builder or residential maintenance and alteration contractor license registration fee	15.00
Buses:	
Annual fee, each bus per seat (rated capacity)	3.00
Maximum annual fee per bus	52.00
Bond (each bus):	
Personal injury (two (2) or more persons)	25,000.00
Personal injury (one (1) person)	10,000.00
Property damage (one (1) accident)	10,000.00
Bus driver, annual fee	5.00
Circuses, shows and exhibitions:	
Animal show license	by resolution.
Carnivals, amusement rides and other shows	by resolution.
Circuses, per day	by resolution.
Exhibition licenses:	
Each exhibition	35.00
Theatrical exhibition, except in licensed theater, per day	35.00
Special events licenses, each special event (regardless of its number of days)	by resolution.
Coin operated amusement devices:	
Vendor's license:	
First device	1,150.00
Each additional device	6.00
Owner's license, each device	58.00
Coin operated music devices:	
Vendor's license:	
First device	575.00
Each additional device	6.00
Owner's license, each device	58.00
Convalescent home:	
Annual fee	37.00
Plus, for each room over ten (10)	3.00
Dances:	
Public dance hall:	
Per day	15.00
Six (6) months	81.00
One (1) year	115.00

Special dance license, per day	8.00
Studio:	
Six (6) months or less	15.00
One (1) year	23.00
Studio public dance license, per day	8.00
Dry cleaning:	
Cleaner and outlet, annual fees	41.00
Outlet store, annual fee	8.00
Outlet store, assumed name, annual fee	15.00
Private collection depot:	
Annual fee	8.00
When doing spotting or finishing, annual fee	15.00
Retail or private outlet, annual fee	8.00
Self service laundry or dry cleaner:	
Annual fee for each machine (including washers and dry cleaning machines)	2.00
Provided, however, that each such licensee shall pay a minimum annual license fee at each location	35.00
Fumigators and exterminators:	
Fumigation and extermination, annual fee	81.00
Extermination only, annual fee	58.00
Insurance:	
Personal injury (two (2) or more persons)	10,000.00
Personal injury (one (1) person)	5,000.00
Property damage (one (1) accident)	1,000.00
Gasoline stations:	
Gasoline filling stations and private gasoline stations:	
Annual fee:	
First pump	8.00
Additional pump	5.00
Bulk gasoline station:	
Up to 100,000 gallon capacity, annual fee	23.00
100,000 to 150,000 gallon capacity, annual fee	35.00
Over 150,000 gallon capacity, annual fee	46.00
Heating contractors:	
Annual state license registration fee	15.00
Hotel:	
Annual fee	41.00
Plus, each room	1.00
Junk dealer:	
From shop or warehouse:	
Annual fee	115.00
Oil furnace installers (see Heating contractors):	
Pawnbroker:	
Annual fee	144.00
Photographer, itinerant:	

Per week	81.00
Annual fee	288.00
Bond	1,000.00
Plumbers (see chapter 5).	
Poolrooms:	
Annual fee	37.00
Plus, each table, annual fee	8.00
Refuse collection licenses, per vehicle utilized or to be utilized in business	
.....	by resolution per Section 12.4.1
Rest home (see Convalescent home).	
Secondhand dealer:	
As principal business, annual fees	41.00
As incidental business, annual fee	21.00
For licensed gasoline station as incidental business, annual fee	8.00
Rummage sale:	
Each sale, per day	3.00
Building use exclusively for, annual fee	150.00
Taxicab:	
Each taxicab, annual fee	18.00
Insurance:	
Personal injury (one (1) or more persons)	50/100,000.00
Property damage (one (1) accident)	10,000.00
Taxicab driver:	
Annual fee	5.00
Tourist home or cabin:	
Per room or cabin, annual fee	2.00
Used motor vehicle dealer:	
Annual fee	81.00
Vendor's license:	
Peddlers, transient merchants, and concessionaires	by resolution.
Sidewalk café	by resolution.

Secs. 16-53 - 16-70. Reserved.

ARTICLE III. AUCTIONS AND AUCTIONEERS

Sec. 16-71. License required.

No person shall sell or cry off at auction any real or personal property within the city without having first secured a license to do so from the city clerk and filed an inventory as required by section 16-77.

Sec. 16-72. License application.

Any person desiring to be licensed as an auctioneer within the city shall file with the city clerk an application therefor on such forms as the city clerk may require. Before issuing such license, the

city clerk may require additional information the clerk deems necessary in order to pass upon the application.

Sec. 16-73. Fees and bond.

- (a) After the application for a license under this article shall have been passed upon by the city clerk, and as a prerequisite to the issuance of a license thereunder, the applicant shall pay to the clerk a license fee in accordance with article II of this chapter; and shall execute a bond in the penal sum of five thousand dollars (\$5,000.00) with a surety company authorized to do business in the state which bond shall be approved by the city attorney.
- (b) In addition, prior to any sale hereunder, a licensed auctioneer shall pay the clerk the required inventory fee in accordance with article II of this chapter.

Sec. 16-74. License issuance.

Upon compliance with the provisions of this chapter, the city clerk shall issue to the applicant an annual license to conduct auctions within the city.

Sec. 16-75. Prohibited practices.

The following acts, omissions and practices in connection with any auction are hereby prohibited and, if found to have occurred shall constitute a basis for revocation of a license issued under this article.

- (1) The use of deceit, fraud or misrepresentation in the sale or offering for sale of any real or personal property.
- (2) The use of false bidders, cappers or puffers.
- (3) The use of any false or misleading advertising, whether relating to the kind or quality of the property or its past history, present status or otherwise.
- (4) The use of an unlicensed person to conduct an auction sale; provided, however, that an unlicensed person may conduct an auction sale under the direct supervision of an auctioneer licensed under this article.
- (5) The failure to exhibit, upon demand by a police officer, a currently valid city auctioneer's license or city clerk's license card.
- (6) The knowing receipt for sale by auction, or the knowing sale by auction, of any property which is stolen.
- (7) The conduct of any auction of personal property in any street, avenue, or alley in the city.

- (8) The sale of property not listed on the inventory required by section 16-77; provided, however, that property may be sold when its presence in a consignment is discovered after the required inventory has been filed. In all such cases, the auctioneer shall file a revised inventory list as soon as is practical after the sale.

Sec. 16-76. Auction accounts.

Every auctioneer licensed under this article shall keep a sales book with an accurate account of the persons to whom property is sold and of the persons from whom property was received; which records shall be open to inspection by city officials or their representatives at all reasonable times.

Sec. 16-77. Inventory list.

- (1) Every auctioneer licensed under this article shall, at least twenty-four (24) hours prior to the commencement of any sale at auction of any real or personal property, file with the city clerk a statement which shall contain:
- a) The address where the auction is to be held.
 - b) An itemized inventory of the real or personal property to be sold.
 - c) A good faith estimate of the retail value of the property to be sold.
 - d) A recitation that all taxes which have become a lien upon the property have been paid.
- (2) It shall be unlawful for an auctioneer to conduct an auction at any place other than that designated upon the inventory list filed hereunder.

Sec. 16-78. Reconditioned personal property.

Reconditioned and rebuilt personal property shall be clearly labeled as such and the buying public in attendance at any auction licensed under this article shall be so informed by the auctioneer of such fact at the time such property is offered for sale.

Sec. 16-79. Official sales exempt.

The provisions of this article shall not apply to any person acting under the official license, direction or authority of any court or government.

Sec. 16-80. Refunds.

- (a~~1~~) The purchaser of any property at any auction held under the provisions of this article may return the same for refund in accordance with the following:
- (~~1~~a) New property found not to be of the quality represented may be returned within three (3) business days from the time of the sale.
 - (~~2~~b) Used property found not to be of the quality represented may be returned within one (1) business day from the time of sale.

- (b2) The auctioneer who sold the property shall then return to the purchaser the price of the property returned and, in case of refusal, shall be liable upon his bond.

Sec. 16-81. Penalties.

Any person violating any of the provisions of this article shall be punishable as provided by section 1-18 of this Code.

Secs. 16-82—16-100. Reserved.

ARTICLE IV. BILL POSTING AND DISTRIBUTION

Sec. 16-101. License required.

No person shall engage in the business of bill posting, tacking or distributing of bills or samples or other matter within the city without first obtaining a license therefor. This requirement shall not be applicable to any merchant, religious or political organization, or to any social or fraternal organization advertising its own functions or entertainment.

Sec. 16-102. General regulations.

- (a1) No bills or other advertising matter shall be thrown upon the streets or other public places of the city, or be hung, tacked or posted upon any telephone or other utility pole, or upon or within any vehicle, or upon the side of any building, except upon billboards approved by the chief building official (or designee). Notices of elections or other legal notices may be attached to poles or posted in other convenient places, subject to any restrictions or rules made by the city council. No handbills under a license issued pursuant to this chapter shall be distributed upon the streets and sidewalks of the business section, and no person shall distribute samples of medicine of any kind.
- (b2) Bill posters shall maintain billboards in good condition and shall take off and remove all paper as soon as the event advertised thereby is over. Nothing contained in this article shall prohibit merchants or other persons from attaching signs or other advertising matter to the building in which their business is conducted, providing such sign is an accessory thereto, but such signs shall be subject to all of the other pertinent provisions of this Code.

Sec. 16-103. Parked vehicles.

No person shall place any handbill or other advertising material in or upon any motor vehicle parked on any public street or within any municipal parking lot or structure.

Secs. 16-104—16-125. Reserved.

ARTICLE V. CHARITABLE SOLICITATION

Sec. 16-126. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public place means any portion of any street, alley, park, entrance to a building, sidewalk or publicly owned building to which the public has access.

Solicitation means the act of requesting, while in the physical proximity of another, in a public place, a gift or donation of funds or some other thing of value for either:

- (1) Use by a person, group or entity to help those in need.
- (2) Use by a person, group or entity for religious purposes.

Sec. 16-127. Duties of persons, groups or entities wishing to solicit.

No person shall engage in any act of solicitation in any public place within the city without first contacting the office of the city clerk at least twenty-four (24) hours in advance of the date or dates proposed for such solicitation, and providing in writing to the clerk and the [director of police and fire services \(or designee\)](#) ~~chief of police~~ all of the following:

- (1) The name, address and telephone number of the person, group or entity on whose behalf such solicitation will take place.
- (2) The names and business addresses of all those persons who will engage in such solicitation.
- (3) The date or dates upon which such solicitation will take place.
- (4) The general locations within the city where such solicitation will take place.

Sec. 16-128. Duties of city clerk.

The city clerk shall keep a written record of all information provided under section 16-127, which shall be available for inspection and copying by the public during normal business hours.

Sec. 16-129. Hours of solicitation.

No person shall engage in solicitation in any public place within the city between the hours of 7:00 p.m. and 9:30 a.m. of any day; provided, however, that persons not engaging in door-to-door solicitation may solicit between the hours of 7:00 a.m. and 7:00 p.m. of any day.

Sec. 16-130. Solicitors to wear identification.

No person who engages in any act of solicitation in any public place shall do so without wearing a tag or a badge which has, in legible form in the English language, the person's name and the name of the entity or group which he represents.

Sec. 16-131. Penalty.

Any person violating any provision of this article shall, upon conviction thereof, be punished in accordance with section 1-18 of this Code.

Secs. 16-132 - 16-150. Reserved.

ARTICLE VI. SPECIAL EVENTS

Sec. 16-151. Show license.

No person shall conduct a circus, show or carnival, except in a theater licensed under the provisions of this chapter, without first obtaining a license therefor which shall be known as a show license.

Sec. 16-152. Animal shows and exhibitions.

No person shall conduct any dog or pony show or menagerie, without first obtaining a license therefor. Such license shall be known as an animal show license. No person shall conduct any panorama, exhibition of statuary or painting, natural curiosity or any other exhibition, not otherwise licensed under this chapter, and for which an admission fee is charged, without first obtaining a license therefor to be known as an exhibition license. The provisions of this section shall not be applicable to any fair held under the direct management and supervision of any recognized agricultural association or society, nonprofit association, at which are exhibited agricultural or industrial products, principally.

Sec. 16-153. Special events.

(a1) *Definitions.* The following definitions shall apply to this section:

(1a) *Governmental entity* means the state or federal government or any city, county, township, district library or public school.

(2b) *Special event* means any circus, festival, fair, event, bazaar or other specially scheduled activity—including those sponsored by governmental agencies or nonprofit organizations—which is not of a frequent and permanent nature where persons are permitted to sell edible items, wares, goods, or merchandise within a building or area inside or outside of public rights-of-way, or where edible items, wares, goods or merchandise are ~~are~~ sold inside of an establishment with a dance, party or other special gathering held inside or outside of public rights of way in conjunction with the establishment, unless otherwise approved by city council.

- (3c) *Sponsor* means any person planning, promoting or making arrangements for any special event. Where there is no such person, the term "sponsor" means any person in charge of the premises where the special event is to be held.
- (b2) *License required.* No person may sell, and no sponsor may permit the sale of, goods, wares or merchandise including arts and crafts at a special event without first filing an application for a special events license and obtaining such license from the city clerk.
- (e3) *Application.* Application for a special events license shall be made on forms provided by the city. The applicant shall submit, as a part of its application, a license fee in accordance with ~~this chapter~~ [resolution of city council](#), and a list of the names and addresses of all persons permitted to sell at the special event along with a general description of the goods, wares or merchandise to be sold by each. Upon compliance with the above requirements, and certification by the chief building official and zoning administrator (or designees) per the requirement of section 16-10 of this chapter, the city (or designee) shall issue the applicant a special events license.
- (d4) *Sponsor's duties.* In addition to any other requirement of this section, any sponsor issued a special events license shall keep a list of any additions or deletions to the list of those persons permitted to sell at the special event which shall be provided to the city clerk within one (1) week following the close of the special event.
- (e5) *Exemptions.* Any special event which is under the direct sponsorship and control of a governmental entity or a church with an established place of worship within the city is exempt from the licensure requirements of this section.
- (f6) *Penalty.* Any person selling at any special event without being licensed or without being listed by a properly licensed sponsor shall be punished upon conviction in accordance with section 1-18 of this Code.

Secs. 16-154—16-175. Reserved.

ARTICLE VII. COIN-OPERATED MACHINES

Sec. 16-176. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[Arcade means a retail establishment whose principal business is offering to patrons mechanical, electrical or video amusement devices or games.](#)

Coin-operated amusement device means a machine which upon the insertion of a coin, ~~or slug,~~ [or electronic payment device](#) operates or may be operated for use as a game, contest or amusement of any description, or which may be used for any such game, contest or amusement

and which contains no automatic payoff device for the return of slugs, monies, coins, [credits](#), tokens or merchandise.

Coin-operated music device means a machine upon which the insertion of a coin, ~~or slug~~ [or electronic payment device](#), either in the machine or a slot connected with the machine, plays recorded or transcribed music.

Vendor means any person owning two (2) or more coin-operated amusement devices or coin-operated music devices, who places such devices for operation on premises other than those of the owner.

Sec. 16-177. Licenses required.

(a1) No person being the owner of a coin-operated amusement device or a coin-operated music device shall permit such device to be operated in any public place owned by or under the management or control of such person in the city without first obtaining an owner's license for each device. Fees for such license shall be ~~as listed in article II of this chapter~~ [by resolution of the city council](#).

(b2) No vendor of coin-operated amusement devices or coin-operated music devices shall permit such devices to be operated in any public place in the city without obtaining a vendor's license for each device. Fees for such license shall be ~~as listed in article II of this chapter~~ [by resolution of the city council](#).

(c3) No person shall permit any coin-operated amusement or music device to be operated in any place of business owned by or under the management and control of such person in the city without a license therefor having been first obtained, or without the sticker or permit issued for such devices being affixed thereto.

(d4) Every coin-operated amusement or music device operated by a licensee shall contain suitable identification marks and numbers, which identification marks and numbers shall be written by the city clerk upon a permit ~~or sticker~~ ~~or sticker~~ issued for such device, and such [sticker or permit](#) ~~or sticker~~ ~~(or a copy copy of the permit thereof)~~ ~~or~~ shall be permanently affixed to such device. A record of such permit so issued shall also be kept by the clerk.

Sec. 16-178. Application.

No license for the operation of any mechanical amusement device shall be granted except upon inspection and approval of each such device by the [Director of Police and Fire Services \(or designee\)](#) ~~chief of police~~. Written evidence of such approval shall be filed by the applicant with the application for such license. This requirement shall not be applicable in the case of renewal licenses. Every such application shall state that such device will be operated for amusement only.

Sec. 16-179. Arcade owner's license.

Whenever the operation of coin-operated amusement or music devices is conducted on any premises in the city as the principal business thereof, the operator or owner of such business shall obtain an arcade owner's license. Such license shall not be in lieu of other applicable licenses required in this chapter. Fees for such a license shall be ~~as listed in article II of this chapter~~ [by resolution of city council](#).

Sec. 16-180. Coin-operated amusement devices.

No person shall operate any coin-operated amusement device, nor permit the same to be operated in any establishment under the operation, management, or control of such person, which device shall be so constructed that the same may be converted into an automatic payoff device which shall [issue or](#) discharge [credits](#), slugs, coins, or other tokens. Any coin-operated amusement device which shall be made use of for gambling in violation of the terms of this article may be seized and destroyed by the police department of the city in compliance with the statutes of the state, relative to gambling devices.

Sec. 16-181. Operation by minors.

- (a) No person shall permit a coin-operated amusement device under his control or management, or on premises under his control or management, to be operated by any minor of school age, during the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, for the period commencing the first Wednesday following Labor Day, through June fifteenth of each year. This prohibition shall not apply, however, on those days that any such minor's school shall not be in session.
- (b) No minor of school age shall operate a coin-operated amusement device during the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, for the period commencing the first Wednesday following Labor Day, through June fifteenth of each year. This prohibition shall not apply, however, on those days that any such minor's school shall not be in session.
- (c) For purposes of paragraphs (a) and (b) above, a minor of school age shall mean any person who shall have attained at least five (5) years of age, but who shall not have attained the full age of seventeen (17) years.
- (d) The city council may, upon satisfactory proof submitted to it that a violation of paragraph (a) has occurred, revoke the license for all coin-operated amusement devices on the premises where such violation occurred, and may prohibit the further operation of other devices on such premises.

Sec. 16-182. Arcade Inspections.

[The chief building official \(or his designee\) shall inspect or cause to be inspected prior to operation all premises operating as an arcade under the terms of this article, wherever the same may be located, relative to safety and hazardous conditions.](#)

Sec. 16-182~~183~~. Penalties.

Any person violating the provisions of this article, except section 16-181(b), shall upon conviction be punished as prescribed in section 1-18 of this Code. Any minor of school age found violating the provisions of section 16-181(b) shall be deemed a delinquent child and may be complained against to the juvenile division of the probate court of the county.

Secs. 16-183~~184~~—16-200. Reserved.

ARTICLE VIII. DANCE HALLS

Sec. 16-201. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Dance studio means any hall, room or place in which instruction in dancing is given for hire.*~~

Public dance means any dance to which admission may be had by payment of a fee, or by purchase, possession, or presentation of a ticket, or token obtained for money or any valuable thing, or in which a charge is made for caring for clothing or other property or where a dance is held in conjunction with, or as entertainment in any place where food or beverages, either alcoholic or nonalcoholic, are sold, or any other dance to which the public generally may gain admission with or without payment of a fee, but shall not be deemed to include dances given in private homes or by any organized fraternal or other society or association, where the general public is not admitted.

Public dance hall means any hall, room or place in which a public dance is given or public ball shall be held or any dance studio.

Sec. 16-202. Dance hall license.

It shall be unlawful for the owner or lessee of any hall, building or grounds, to hold or permit any other person to hold any public dance, ~~or to give, or permit to be given instruction in dancing for hire,~~ therein or thereon, until such owner or lessee shall first procure a license therefor; provided, that a one-day special dance license may be issued as provided in this Chapter~~under the provisions of section 16-206.~~

Sec. 16-203. Sanitary facilities.

No license shall be issued to any dance hall or place where public dances are held, unless there is in such hall, proper provision for ventilation either natural or mechanical, so that each person in the hall will be supplied with one thousand two hundred (1,200) cubic feet of air per hour, and sufficient toilet conveniences so that there will be at least one (1) women's toilet in good sanitary condition per two thousand (2,000) square feet of floor space, or fraction thereof; at least one (1)

men's toilet and urinal in good sanitary condition per four thousand (4,000) square feet of floor space or fraction thereof, and provision made for privacy therein; at least one (1) wash stand in each toilet provided with soap and sanitary towels; at least one (1) sanitary drinking fountain, either on the dance floor or reasonably accessible thereto for each four thousand (4,000) square feet of floor space or fraction thereof; sufficient fire exits free from all rubbish and inflammable material as required by the regulations of the state fire marshal; and at least one (1) free and unobstructed means of exit from the premises in addition to the main entrance thereto.

Sec. 16-204. Building code requirements.

No license shall be issued for any place in which public dances are held unless the building code requirements of the city, as far as can be determined, are being complied with.

Sec. 16-205. Inspections required.

The chief building official and director of police and fire services (or their designees) shall inspect or cause to be inspected prior to operation of a dance hall or special dance operating under the terms of this article, wherever the same may be located, relative to safety, sanitation and hazardous conditions.

Sec. 16-~~205~~206. License revocation.

The license for any public dance hall may be revoked for disorderly or immoral conduct therein or for cause as specified in article I of this chapter. Any public dance hall may be entered at any time by any member of the police department or other city officer or employee in the course of his employment. Any police officer of the city may cause any public dance to be discontinued and the hall to be vacated during the progress of a public dance for any reason for which a license may be suspended or revoked.

Sec. 16-~~206~~207. Special dance license.

Any person desiring to hold or conduct a dance on one (1) date only in a hall or other place not licensed as a dance hall may make application to the city clerk for a license to hold same. No such license shall be granted except upon certification of compliance with this article and approval by the police department. Except as provided in this section, it shall be unlawful for any person to hold or conduct any public dance in any unlicensed hall, room or place.

Sec. 16-~~207~~208. Conduct of dance.

Whenever any public dance is conducted in this city a competent floor manager shall be provided, whose duty it shall be to see that disorderly, familiar and objectionable conduct is not tolerated. Whenever any public dance is in progress the entire hall and all adjoining rooms opening into such hall must be well lighted.

Sec. 16-208. ~~Dance Studio.~~

No person shall engage in the business of giving dancing lessons for hire without first obtaining a license therefor. Any dance studio licensee desiring to hold a public dance in such dance studio shall first obtain a studio public dance license, the issuance of which shall be subject to the provisions of this article for public dances and dance halls, which license shall be in addition to the dance hall license and the studio license herein required.

Secs. ~~16-209~~209—16-230. Reserved.

~~ARTICLE IX. DRY CLEANERS~~

~~Sec. 16-231. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Cleaning and dyeing establishment* includes any place or vehicle except a vehicle used as an accessory to a licensed business and owned by the licensed business, where a service of dry cleaning, wet cleaning as a process incidental to dry cleaning, dyeing, spotting or finishing any fabric, or any combination of such services, is rendered for hire, or is sold, resold or offered for sale or resale. The term does not, however, include establishments where any such service is performed solely in the course of the original manufacture of fabrics.~~

~~*Collection depot or agency* means any business or location where clothes, garments or other wearing apparel are received and collected to be dry cleaned, stored or dyed, at a plant located either outside or inside the limits of the city.~~

~~*Dry cleaning* means the process of removing dirt, grease, paint or stains from wearing apparel, fabrics, textiles, rugs, or articles of any sort by use of carbon tetrachloride or any other synthetic solvent, or gasoline, naphtha, benzol or any other flammable liquids, or the drum sawdust system or other methods of fur cleaning.~~

~~*Dry cleaning or storage solicitor or collector* means any person who collects garments, clothes or any other wearing apparel (including hats), household furnishings, rugs, textiles, furs and leather, for the purpose of being dry cleaned, stored or dyed, either in a plant located inside or outside the city limits of the city.~~

~~*Dyeing* means the process of dyeing of wearing apparel or other fabrics or textiles in a solution of dry colors and liquids.~~

~~*Fabric* means any article of wearing apparel, including hats, household furnishings, rugs, textiles, fur and leather.~~

~~*Finishing* means the process of pressing and/or reshaping any fabrics, which is designed to restore as nearly as possible the shape, dimensions and contour of the fabric.~~

~~Flammable liquid means any liquid which, under operating conditions, gives off vapor, which when mixed with air is combustible and explosive.~~

~~Laundering means the process of removing dirt, grease, paint or stains from any garment, wearing apparel, clothing, fabric or material of any sort, by washing the same and/or the process of ironing any such article.~~

~~Laundry means any place where a service of laundering is rendered for hire or sold, resold or offered for sale or resale.~~

~~Retail outlet means any cleaning and dyeing establishment where dry cleaning is sold or offered for sale, directly to the consumers.~~

~~Retailer means any member of the cleaning and dyeing trade by and/or for whom a retail outlet is operated.~~

~~Self-service laundry and/or dry cleaner means and includes any place so equipped with washing machines, laundry machines, dry cleaning machines, and like equipment and machines which permit the general public without the manual assistance of the owners, his agents or employees to wash and dry and/or dry clean clothing, apparel, fabrics, and cloth for a fee and shall include coin-operated laundries and/or dry cleaners.~~

~~Spotting means the process designed to remove spots or stains which remain in a fabric after it has been subject to the other processes of dry cleaning.~~

Sec. 16-232. Licenses required.

No person shall operate any laundry, self-service laundry and/or dry cleaner, cleaning and dyeing establishment, outlet store, collection depot or agency, or engage in the business of dry cleaning or storage solicitor or collector, without first obtaining a license therefor. No such license shall be issued except upon certification of the fire chief and approval by the city council. The classes of licenses issued under the terms of this article shall be as follows:

- (1) ~~Cleaner and outlet.~~ Each laundry, cleaning and/or dyeing plant within the meaning of this article, including one (1) store or outlet for the purpose of receiving laundry, cleaning and/or dyeing and delivery thereof to customers, shall obtain a cleaner and outlet license.
- (2) ~~Outlet store.~~ For each additional store operated by a laundry or cleaner and outlet license, operating under the same trade name, maintained or established in whole or in part for the purpose of receiving and delivering garments for cleaning and/or dyeing, an outlet store license shall be obtained.
- (3) ~~Outlet store, assumed name.~~ For each additional store operated by a laundry or cleaner and outlet licensee operating under an assumed name, different than the parent organization, although managed exclusively by the parent store and/or plant, for the

~~purpose of receiving and delivering garments for laundering or cleaning and/or dyeing, an outlet store, assumed name license shall be obtained.~~

- ~~(4) *Hat cleaners.* Any person operating a business wherein the cleaning of hats or caps is done, but not engaging in the actual cleaning and/or dyeing of any other wearing apparel, shall obtain a hat cleaner license.~~
- ~~(5) *Private collection depot.* Any person operating privately a laundry or dry cleaning collection depot, although not engaged in either laundering, or cleaning or dyeing of garments, but whether or not engaged in spotting or finishing of fabrics, shall obtain a private collection depot license, and shall comply with all the provisions of this article with respect to insurance.~~
- ~~(6) *Truck, personally owned.* Any person operating a business by means of a truck, or other motor vehicle, for the purpose of receiving and delivering garments for laundering, cleaning and/or dyeing, when such vehicle is not owned by any laundry, cleaning and/or dyeing plant, shall obtain a cleaning truck license. No such license shall be issued without evidence that such vehicle is commercially licensed and until an insurance policy or letter is filed with the city clerk by a reliable insurance company, or agent, indicating that the licensee is covered by not less than a one thousand dollar cartage policy covering articles carried in such licensed vehicle.~~
- ~~(7) *Transient.* Each transient operating under the terms of this article, the plant of which shall be located beyond a radius of two (2) miles from the city limits of the city shall pay an annual inspection fee of seventy five dollars (\$75.00).~~
- ~~(8) *Retail or private outlet.* Any person operating a business wherein spotting or finishing is done, but not engaged in the actual cleaning and/or dyeing of fabrics and not operating a storage receiving station for the storage of fabrics, such as retail clothiers, tailor shops, dress shops and furriers, shall obtain a retail or private outlet license.~~
- ~~(9) *Self-service laundry and/or dry cleaner.* Each self-service laundry and/or dry cleaner within the meaning of this article, including one (1) store or outlet for the purpose of furnishing such service shall obtain a self service laundry or self service dry cleaner license.~~

~~Sec. 16-233. State fire laws.~~

~~Every licensee under this article shall comply with all the laws of the state and rules and regulations of the state fire marshal in reference to fire protection in the establishment licensed.~~

~~Sec. 16-234. Insurance or bond.~~

~~Before any person may be licensed under this article, except as herein otherwise provided for, he shall provide for and maintain a fire, theft and/or explosion policy known as bailee's dyers and cleaners form in amount sufficient to cover all damages to property which he holds as bailee and~~

~~which belong to customers and patrons of the establishment, or shall give to the city a bond, the conditions of which shall meet those contained in such policy. Such insurance or bond shall be given in a sum to be determined by the volume of business transacted annually by the applicant for license under this article as shown by a verified statement filed with the city clerk at the time application for such license is made. Every bond shall be executed by the applicant as principal and by either a surety company doing business in this state or by two (2) good and sufficient sureties who shall justify in the amount of the bond so required. Such policy or bond shall be made payable for the benefit of the owners of the property so held, such policy or bond to meet the approval of the city clerk before issue of such license. Such policy of insurance, or bond, shall contain, or have added thereto, a clause requiring the insurance company or the surety to immediately notify the city clerk of a lapse or cancellation of the required coverage.~~

~~Sec. 16-235. Claim for damages.~~

~~Any person seeking restitution under the surety bond required by this article shall present written notice of his claim to the surety company or sureties, and a copy to the city clerk, within ninety (90) days after such loss or damage shall have been sustained.~~

~~Sec. 16-236. Plant information.~~

~~Before any person may be licensed under this article, the applicant shall, if operating a laundry, cleaning and/or dyeing plant, furnish the city clerk with a list of all wholesale customers; if a retail store, collection depot, or so-called private operator doing business from a vehicle, he shall furnish the city clerk with the name and address of the plant doing the actual laundering, cleaning and/or dyeing of all the customer goods that he handles. Any change in the wholesale accounts of laundries or cleaning and/or dyeing establishments must be reported to the city clerk's office within ten (10) days after establishing or discontinuing this service.~~

~~Sec. 16-237. Sanitation.~~

~~Premises licensed under this article shall at all times be maintained in a clean and sanitary condition. The walls, floors, tables, storage bins or other receptacles used for the storage of clothes must be kept clean and free of any vermin.~~

~~Sec. 16-238. Inspection.~~

~~The chief of the fire department shall inspect or cause to be inspected, all premises operating under the terms of this article, wherever the same may be located, relative to cleanliness and hazardous conditions.~~

~~Sec. 16-239. Revocation of license.~~

~~In addition to the grounds for suspension and revocation specified in article I of this chapter, the failure on the part of the licensee to satisfy a judgment obtained by a customer within ninety (90)~~

~~days after such customer shall obtain a judgment against the licensee in any court, shall be deemed cause for revocation by the city council of any license granted under this article.~~

~~Sec. 16-240. Transfer of licenses.~~

~~Transfer of a license as issued under this article as to location or ownership may be granted after application therefor upon a blank form provided by the city clerk and, after the new place of business has been approved, such transfer shall be endorsed upon the license by the city clerk.~~

~~Secs. 16-241—16-260. Reserved.~~

ARTICLE X. FUMIGATORS

Sec. 16-261. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Exterminator means one who uses insecticides, rodenticides or other substances or mechanical devices, other than fumigants, under whatever name known, for the destruction or control of insects, vermin, rodents or other pests.

Fumigant means any substance which by itself or in combination with any other substance emits or liberates a gas or gases, fumes or vapors, and which gas or gases, fumes or vapors, when liberated and used for the destruction or control of insects, vermin, rodents or other pests, are lethal, poisonous, noxious or dangerous to human life.

Fumigator means one competently trained and experienced in the use of fumigants. He must understand the hazards involved, precautionary and safety measures, use of gas masks, effect, residual and otherwise, upon foods and commodities, dosages and exposure periods necessary, provisions for adequate ventilation and safe reoccupancy.

Insecticides means and includes any substance not a fumigant, under whatever name known, used for the destruction or control of insects.

Rodenticide means and includes any substance not a fumigant, under whatever name known, whether poisonous or otherwise, used for the destruction or control of rodents.

Sec. 16-262. Licenses.

[No license shall be required for the work or occupation of fumigation or extermination.](#)

~~No person shall engage in the work or occupation of fumigation or extermination by using hydrocyanic acid gas, any derivative of cyanide, or any other lethal gas, fumes, vapors or other substances dangerous to the health and safety of human life for the destruction or control of insects, vermin, rodents and other pests, without first having procured a license therefor. No such license shall be granted except upon certification of the city clerk or his designee. It shall be the~~

~~duty of the city clerk or his designee to investigate each such applicant as to character, experience, ability and general fitness to carry on such occupation, and his approval shall be endorsed upon the application form before the granting of the license by the city council.~~

Sec. 16-263. Exceptions.

~~This article shall not be applicable in connection with the private fumigation of greenhouses, mushroom houses, horticultural and farm fumigators, grain in elevators, or extermination and the control of insects and burrowing animals outside of buildings, or in connection with the use of insecticides and rodenticides in homes and places of business by private individuals.~~

Sec. 16-264263. Requirements.

It shall be unlawful:

- (1) For any person to fumigate a building or any part thereof without first notifying the ~~health officer and the fire marshal~~director of police and fire services at least four (4) hours before beginning such fumigation.
- (2) For any person to fumigate any building without first closing, securely fastening and sealing all windows and securely locking all outer doors of such building, and no opening from which dangerous gases may escape shall remain unsealed.
- (3) For any person to fumigate any structure until all outer doors of same have been posted with white placards bearing the clearly visible lettering in red ink, DANGEROUS, KEEP OUT, POISONOUS GAS BEING USED IN THIS BUILDING, the word DANGEROUS to be in letters not less than four (4) inches in height, and such placard to bear the name, address and telephone number of the fumigator in charge.
- (4) For anyone other than the ~~licensed~~ fumigator in charge or a public official in the discharge of duty to enter structures under process of fumigation, nor for such subsequent period as herein required for ventilation.
- (5) For any individual except the ~~licensed~~ fumigator in charge to remove or destroy any warning placards which have been placed on a structure under process of fumigation, until such time as the ventilation period as prescribed herein has expired, and at no time during the ventilation period shall the structure be left unguarded unless all safety devices and warning placards are securely attached.
- (6) For any person to fumigate any portion of a building unless the entire structure is vacated.
- (7) For any person to fumigate any building or portion thereof in the city unless a competent, alert watchman or watchmen shall have been placed on guard for the purpose of preventing the ingress of human beings during the process of fumigation and ventilation; provided, that watchmen shall not be required at single dwellings or multiple dwellings containing not more than four (4) apartments where approved mechanical devices are

applied to outer doors in such a manner as to prevent the use of existing locks by anyone except the licensed fumigator in charge of the fumigation procedure.

Sec. 16-~~265~~264. Ventilation.

- (a~~1~~) It shall be the duty of the fumigators at the conclusion of the fumigation process, which shall be continued for not less than twelve (12) hours, to open all doors and windows of fumigated structures, beginning at the basement or lowest floor and continuing until all rooms shall have been opened for the free access of air. Outer doors shall remain open for an interval of not less than two (2) hours after which, in the absence of a watchman or watchmen, safety locks shall be reapplied and kept in place for the remainder of the ventilation period. Where in any instance windows cannot be opened to provide adequate ventilation, the fumigator shall promptly report such fact to the director of police and fire services ~~health department~~; whereupon the director of police and fire services (or his designee) ~~health officer or his authorized representative~~ may, if necessary, require the removal of one (1) or more panes of glass in order to insure complete ventilation. Such care shall be exercised in the process of ventilation that released fumigants shall not endanger human life or health.
- (b~~2~~) Mechanical ventilation shall be employed in rooms which cannot be effectively ventilated by means of doors or windows. All mattresses, pillows, cushions, bedding, clothing and similar materials shall be beaten and placed in a well-ventilated space. The ventilation process shall be continuous for a total period of not less than twelve (12) hours, and it shall be the duty of fumigators to make a personal inspection of fumigated structures before declaring the same to be ready for reoccupancy. Such declaration shall be in the form of a written statement certifying the premises to be safe for human use. Such certificates shall be signed by the fumigator and the date and hour of the day when such signature is affixed shall be therein set forth, after which it shall be conspicuously posted in the fumigated premises; provided, that no aged, infirm or convalescent adult, or any child under the age of six (6) years, shall be permitted to enter fumigated structures until twenty-four (24) hours after ventilation has been started.

Sec. 16-~~266~~265. Residues.

Fumigant residues left in containers shall be disposed of in such a manner as to eliminate all source of danger therefrom, and by such methods as will not result in damage to property.

Sec. 16-~~267~~266. Insurance.

~~No person shall be licensed as a fumigator until the applicant shall file with the city clerk a policy, certificate of insurance, or a photostatic copy of a public liability insurance policy acceptable to and approved by such official insuring the applicant against public liability in the sum of at least five thousand dollars (\$5,000.00) for the injury or death of one (1) person, and ten thousand dollars (\$10,000.00) for the injury or death of two (2) or more persons in any one (1) accident; and property damage in the sum of not less than one thousand dollars (\$1,000.00) resulting from any fumigation by the use of any poisonous gases, fumes or vapors. Such public~~

~~liability insurance shall inure to the benefit of any person who may suffer damage, or bodily illness, receive injuries or suffer death by reason of the negligence or the misconduct or violation of any provision of this article, or of any lawful rules of the board of health respecting the uses of such gases, fumes or vapors, by the fumigator or his agents or employees in such business.~~

Sec. 16-~~268~~266. Supervision.

No person shall fumigate any building, structure or part thereof, or cause the same to be fumigated by the use of fumigants, unless a licensed Michigan ~~a licensed State~~ fumigator is in attendance and personally supervises all preparations and operations pursuant thereto.

Sec. 16-~~269~~. Special permits.

~~No person, whether or not he is a licensed fumigator, shall fumigate any building, structure or part thereof where the wall of any other building or structure adjoins or is contiguous thereto, or is located within ten (10) feet thereof without first obtaining a special permit from the city health officer, or his authorized representative. No special permit shall be issued until the health officer or his authorized representative shall determine that the proposed fumigation can be conducted without endangering health, life or property. No fee shall be charged for such permit.~~

Sec. 16-~~270~~267. Exterminants.

Exterminators shall, in the pursuit of their occupation as such, take such precautionary measures as may be necessary to prevent the contamination of such foodstuffs and beverages as may be intended for human consumption with any substance or substances used in extermination procedures and which may be dangerous or deleterious to human health.

Sec. 16-~~271~~268. Instructions to occupants.

- (a~~1~~) The fumigator shall personally inspect structures which are to be fumigated before the work is begun, and shall give the occupant thereof a printed list of precautions and instructions, which shall include the following items:
- (~~1~~a) The dangerous character of the fumigant used.
 - (~~2~~b) The time fumigation will begin and the length of time it will continue.
 - (~~3~~c) The length of time the structure must remain vacant.
 - (~~4~~d) The items of food, drink and material that must be removed.
 - (~~5~~e) Warning concerning any possible remaining danger following reoccupancy.
 - (~~6~~f) Date, and signature of the fumigator.
- (b~~2~~) The fumigator shall determine before releasing any fumigant, that the structure to be fumigated has been entirely vacated by human beings, that all domestic animals have been removed, and that all ice and any food or beverages likely to be affected by the fumigants have been removed.

Sec. 16-~~272~~269. Adoption of rules.

The city council may adopt such reasonable rules and regulations, not inconsistent with the provisions of this article, as it may deem necessary to govern the use of fumigants.

Sec. 16-273. Revocation.

~~In addition to the grounds for suspension or revocation of licenses specified in article I of this chapter, the city council shall revoke any license issued under this article, if it shall appear, after a hearing, that a licensee is incompetent to properly and safely handle fumigants, or is so reckless, negligent or careless that he endangers the life or safety of others.~~

Secs. 16-273-270 - 16-295. Reserved.

ARTICLE XI. GASOLINE STATIONS

Sec. 16-296. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulk gasoline station means any tank or container used for the storage of gasoline, oil or petroleum products, from which products are distributed by tank car, tank truck or other mode of transportation to dealers, distributors, retailers or gasoline filling stations.

Curb filling station means a gasoline filling station of which one (1) or more pumps or tanks is located in whole or in part within the street right-of-way.

Gasoline filling station means an establishment for the sale of gasoline, oil or petroleum products at retail where such products are transferred directly to the tanks or other containers of motor vehicles.

Private gasoline station means a tank or container for gasoline, oil or petroleum products maintained by the owner thereof for his own private use or for use in his private business.

Sec. 16-297. No License required.

No license is required for any gasoline filling station, curb filling station, private gasoline filling station or bulk gasoline station ~~shall hereafter be established or maintained within the city, without first obtaining a license therefor. No such license shall be granted except upon certification by the fire chief and approval by the city council.~~ Provided, however that all gasoline filling stations, curb filling stations, private gasoline filling stations or bulk gasoline stations must comply with the provisions of this Article.

Sec. 16-298. ~~Application~~ Construction and Maintenance.

~~Each license application shall state the location of the station to be constructed or maintained and the number, location and capacity of the tanks, containers or pumps to be used. The station so~~

Any gasoline filling station, curb filling station, private gasoline filling station or bulk gasoline station constructed and maintained shall be in accordance with the provisions of this Code, the laws of the state and the regulations of the state fire marshal, relative to the construction and maintenance of buildings and their appurtenances, the locations of trades and industries, and the prevention and suppression of fire or explosive hazards.

Sec. 16-299. Location and fee.

No license shall be granted for the construction or maintenance of any gasoline filling station, curb filling station, private gasoline station or bulk gasoline station, shall be constructed or maintained at any location where, in the judgment of the ~~city council~~ zoning administrator, undue traffic congestion would result, or the public safety be imperiled by the danger of fire or explosion. ~~In the event a license is issued subsequent to May first of any year, the amount thereof shall be in such proportion of the total annual license fee as the period remaining in the license year bears to the full license year. In such computation a major fraction of a month shall be considered a month and a minor fraction of a month disregarded.~~

Sec. 16-300. Curb filling stations.

Licenses for ~~e~~Curb filling stations shall be issued only under must meet the following conditions; ~~which shall be embodied in the application for such licenses:~~

- (1) The pump and tank shall be installed under the direction of the city manager and at such place adjacent to the curb as shall be determined by him, or if such pump and tank are already installed, their location shall be changed if so ordered by the city manager.
- (2) Both tank and pump shall be of size and quality to be approved by the city manager. ~~the person to whom a license is granted~~ owner and operator shall comply with all provisions of the general laws and of the rules and regulations of the state fire marshal in regard to storage and handling of gasoline.
- (3) Such stations shall be so maintained as not to be unsightly or to constitute a nuisance or to interfere with travel on the sidewalk or street, or to increase the danger of fire.
- (4) The city assumes no liability by reason of the ~~granting of this license~~ approval or denial of the city manager. If any person is damaged by reason of the construction or maintenance of such station, the owner or operator of the station ~~the person to whom this license is granted~~ shall hold the city harmless in respect to such damages.
- (5) If the station ceases operation for a period in excess of thirty (30) days, the pump and tank shall be removed unless a waiver is given by the city manager. ~~At expiration of the time for which this license is granted, the pump and tank shall be removed, unless another license is secured.~~

Sec. 16-301. Inspection.

All gasoline filling stations, curb filling stations, private gasoline filling stations, bulk gasoline stations, and any tank cars or trucks used in connection with the latter, shall be subject to inspection by the ~~chief of the fire department~~ director of police and fire services (or designee) at all reasonable times, ~~it being a condition of the issuance of a license under the terms of this article that the licensee permit such inspection.~~ It is hereby made the duty of the director of police and fire services (or designee) ~~chief of the fire department~~ to inspect the tanks, pumps, containers and other equipment of such stations for the purpose of ascertaining and suppressing any possible explosive or fire hazard at least twice a year.

~~Sec. 16-302.~~ 302. Additional pumps.

~~In case additional pumps are sought to be installed in any gasoline filling station, curb filling station or private gasoline filling station after the commencement of the license year, before such pumps are installed, an additional license fee prorated in accordance with the terms of this article shall be paid.~~

~~Sec. 16-303~~ 302. Prohibited area.

It shall be unlawful hereafter for any person to build, establish, maintain or conduct a gasoline service station or pump for the sale or distribution of gasoline or equally inflammable fuel oils upon premises abutting upon or within one hundred and thirty-two (132) feet of the following named streets, within the limits particularly fixed on each of same, to wit:

Blackstone Street from Clinton Street to Mason Street.
Columbus Street from Michigan Avenue Southward.
Cooper Street from Michigan Avenue to Detroit Street.
Cortland Street from First Street to Otsego Avenue.
Francis Street from Michigan Avenue to Biddle Street.
Jackson Street from Van Buren Street to Wilkins Street.
Liberty Street west of Milwaukee Street.
Mechanic Street from Clinton Street to Wilkins Street.
Michigan Avenue from First Street to Van Dorn Street.
Otsego Avenue from Mechanic Street to Milwaukee Street.
Pearl Street from its western terminus to Cooper Street.
Washington Avenue from First Street to Otsego Avenue.
Wesley Street from First Street to Francis Street.

~~Sec. 16-304~~ 303. Penalty.

Any person violating any provision of this article shall, upon conviction thereof, be punished by a fine of not exceeding fifty dollars (\$50.00), or by imprisonment not exceeding sixty (60) days or by both such fine and imprisonment. Each day that a violation is permitted to exist shall constitute a separate offense.

~~Secs. 16-304~~ 304 - 16-330. Reserved.

ARTICLE XII. PAWNBROKERS, SECONDHAND DEALERS, AND JUNKYARD OPERATORS

Sec. 16-331. Pawnbrokers.

The city clerk is designated and authorized to issue, suspend, and revoke licenses for persons, corporations, or firms to carry on the business of a pawnbroker pursuant to 1917 PA 273, as amended, MCL 446.201 et seq., hereafter "the Pawnbrokers Act."

Sec. 16-332. Pawnbroker defined.

As used in this article, "pawnbroker" means a person, corporation, or member, or members of a copartnership or firm, who loans money on deposit, or pledge of personal property, or other valuable thing, other than securities or printed evidence of indebtedness, or who deals in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price.

Sec. 16-333. License required; grounds to deny license.

- | (a~~1~~) No person, corporation, firm, or other entity shall carry on the business of a pawnbroker in the City of Jackson without being licensed pursuant to the Pawnbrokers Act and this article and as approved under the City of Jackson Zoning Ordinance, chapter 28. A license is not transferable.
- | (b~~2~~) The city clerk may deny an application for a pawnbroker's license if the application is disapproved by one (1) or more proper officers of the city, as provided in this Code, indicating that the applicant is unable to meet or continue to meet the requirements of the Pawnbroker's Act or any provision in this article.
- | (c~~3~~) The city clerk may also deny an application for any reason identified in section 16-17
- | (d~~4~~) If the city clerk denies the issuance of a license or a renewal thereof, a notice of denial including the reasons for the denial shall be mailed by first class mail to the applicant. If the application for a license has been denied, the applicant may appeal the denial by requesting a hearing pursuant to section 16-16 of this Code, as amended, or may reapply at any time by submitting a new application and fee. The notice of denial shall provide that if the applicant wants to appeal the city clerk's decision, the applicant must request a hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

Sec. 16-334. License fees; display.

- | (a~~1~~) The license fee shall be as set from time to time by the city council by motion or resolution pursuant to the provisions of the Pawnbrokers Act or this Code. A bond shall be provided as set forth in the act. If the application is rejected, a portion of the fee paid, as determined by the city clerk, shall be retained by the city to cover processing costs.

- (b2) All persons obtaining a license issued under this article shall place the license conspicuously in full public view.

Sec. 16-335. Pawnbrokers license—Application, conditions, denial, hearing.

- (a1) Application for a pawnbroker's license shall be made in writing to the city clerk, who is authorized to create application forms and to receive and process applications and to thereafter grant, deny, suspend, or revoke said licenses as set forth in this article. Applications shall be on forms supplied by and to be filed with the city clerk. Such application, shall be signed and dated by the applicant or, if the applicant is not an individual, by an authorized representative. The application shall contain the following minimum information, plus any other information deemed necessary by the city clerk:
 - (1a) The name and any alias used, and address and telephone number of the applicant and all employees, officers, partners or agents of the applicant;
 - (2b) The location where the business is to be carried on plus any subsidiary offices and a brief description of the items to be sold;
 - (3c) The applicant's criminal record, if any, and if the applicant is not an individual, the criminal record, if any, of the partners or officers of the corporation;
 - (4d) The criminal record, if any, of any employees of the applicant;
 - (5e) The applicant's prior experience as a pawnbroker;
 - (6f) An authorization for the city clerk and/or the director of police and fire services (or designee) to carry out a background investigation on the applicant and all employees, officers, partners or agents of the applicant;
 - (7g) A statement as to whether the applicant has ever had any licenses required by the City of Jackson or any other governmental entity revoked, suspended, or denied and the reasons for said action;
 - (8h) A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances and statutes.
- (b2) All licenses are subject to the following conditions, which shall be noted on the application form:
 - (1a) The applicant shall permit inspection of the licensed premises, ~~and/or activity,~~ and the record of transactions required by Section 5 of the Pawnbrokers Act at reasonable times by any authorized representative of the City of Jackson; The City may charge an hourly fee for the inspection of the licensed premises and record of transactions.
 - (2b) The applicant shall not engage in the business of a pawnbroker at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked;
 - (3c) No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners or agents of applicant shall, if deemed necessary by the director of police and fire services (or designee), submit to being fingerprinted and photographed as part of the background investigation.

- (e3) The city clerk shall issue a license to the applicant if the city clerk is satisfied that the applicant has met and will continue to meet the requirements of this article and all applicable laws and the applicant has paid the license fee.

Sec. 16-336. Reporting requirements; hours of operation.

- (a1) ~~Commencing no later than August 1, 2009, p~~Pawnbrokers shall transmit the record of transaction required by section 5 of the Pawnbrokers Act to the director of police and fire services (or designee) by electronic means over the internet to the website established by the city for this purpose. The city will provide information concerning the website. So long as the required information is transmitted by electronic means, the required statutory form need not be filled out by hand, but a short form with the right thumbprint of the individual pawning the item shall be maintained as required by the Pawnbrokers Act, with an appropriate reference to the transaction. If it is not possible for the person to provide his or her right thumbprint, then another specifically designated fingerprint shall be provided. Upon request, the short form containing the thumbprint shall be immediately provided to the director of police and fire services (or designee) or his/her designee.
- (b2) No pawnbroker shall acquire any goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such goods are stolen property. A pawnbroker shall not conduct business on Sunday.

Sec. 16-337. Pawnbrokers—Suspension with intent to revoke.

A pawnbroker's license issued pursuant to this article may be suspended by the city clerk, which shall be deemed a suspension with intent to revoke. The city clerk will comply with section 16-16 of this Code in noticing the suspension. The suspension with intent to revoke shall automatically become a revocation of the license unless the licensee requests an appeal hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

Sec. 16-338. Incorporation of state law.

The Pawnbrokers Act, being 1917 PA 273, as amended, MCL 446.201 et seq., hereinbefore, the "Pawnbrokers Act" is incorporated by reference as if fully set forth herein. Any violations of the Pawnbrokers Act shall be considered a violation of this article.

Sec. 16-339. Secondhand dealers [– no license required.](#)

~~The city clerk is designated and authorized to issue, suspend, and revoke licenses for persons, corporations, or firms~~ [No license is required](#) to carry on the business of a secondhand dealer pursuant to 1917 PA 350, as amended, MCL 445.401 et seq., hereinafter the "Secondhand Dealers Act."

Sec. 16-340. Secondhand dealers, secondhand goods—Definitions.

As used in this article, the following terms have these meanings:

Secondhand dealer means any person, corporation, or member or members of a co-partnership, firm, or other entity who engages in the business of purchasing, storing, selling, exchanging or receiving secondhand goods, including the receiving and selling of goods on consignment, but does not include a scrap processor, automotive recycler, or a junkyard that deals principally in industrial scrap.

Secondhand goods means any goods, wares, merchandise or other personal property acquired or purchased after having been acquired at retail and used by another except as excluded herein. Such term includes, but is not limited to, appliances and radios, televisions, video cassette players and recorders, CD and DVD players and recorders, electronic/computer equipment and devices, computer gaming equipment, tools, auto parts, guns, jewelry (unless such item is subject to the Precious Metals and Gem Dealer Act, MCL 445.481 et seq., as amended), musical instruments, sporting equipment, bicycles, lawn mowers and lawn equipment, snow blowers, typewriters, and audio equipment such as home and vehicle stereos and speakers. However, "secondhand goods" does not include old rags, waste paper, new goods, clothing, household items (except those items identified in the first sentence), tires, items normally handled by junk dealers, antiques or household furniture, books, magazines, trading cards, or industrial scrap items defined in MCL 445.403 et seq., as amended, such as scrap metals, cast iron, old iron, tool steel, aluminum, copper, brass, lead pipe or tools, or lighting and plumbing fixtures.

Scrap processor means a principal business that is processing and manufacturing iron, steel, nonferrous metals, paper, plastic, or glass, into prepared grades for products suitable for consumption by recycling mills, foundries, and other scrap processors.

Sec. 16-341. Secondhand dealers—~~License required, prohibition on acting as pawnbroker.~~

~~(a) No person, corporation, firm, or other entity shall carry on the business of a second hand dealer in the City of Jackson without being licensed pursuant to this article and as approved under the City of Jackson Zoning Ordinance, chapter 28. A license is not transferable.~~

~~(b1) No secondhand dealer shall loan money on deposit, or pledge of personal property, or other valuable thing, other than securities or printed evidence of indebtedness, or deal in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price, without obtaining a pawnbroker's license pursuant to the Pawnbrokers Act, and section 16-333 of this Code, as amended.~~

~~(c) The city clerk may deny an application for a secondhand dealer's license if the application is disapproved by one (1) or more proper officers of the city, as provided in this Code, indicating that the applicant is unable to meet or continue to meet the requirements of the Secondhand Dealer's Act or any provision in this article.~~

Sec. 16-342. ~~License fees, display.~~

- (a) ~~The license fee shall be as set from time to time by the city council by motion or resolution. If the application is rejected, a portion of the fee paid, as determined by the city clerk, shall be retained by the city to cover processing costs.~~
- (b) ~~All persons obtaining a license issued under this article shall place the license conspicuously in full public view.~~

~~Sec. 16-343. Secondhand dealers license—Application, conditions, denial, hearing.~~

- (a) ~~Application for a secondhand dealer's license shall be made in writing to the city clerk, who is authorized to create application forms and to receive and process applications and to thereafter grant, deny, suspend, or revoke said licenses as set forth in this article. Applications shall be on forms supplied by and to be filed with the city clerk. Such application, shall be signed and dated by the applicant or, if the applicant is not an individual, by an authorized representative. The application shall contain the following minimum information, plus any other information deemed necessary by the city clerk:~~
 - (1) ~~The name and any alias used, and address and telephone number of the applicant and all employees, officers, partners or agents of the applicant;~~
 - (2) ~~The location where the business is to be carried on plus any subsidiary offices and a brief description of the items to be sold;~~
 - (3) ~~The applicant's criminal record, if any, and if the applicant is not an individual, the criminal record, if any, of the partners or officers of the corporation;~~
 - (4) ~~The criminal record, if any, of any employees of the applicant;~~
 - (5) ~~The applicant's prior experience as a secondhand dealer;~~
 - (6) ~~An authorization for the city clerk and/or the director of police and fire services (or designee) to carry out a background investigation on the applicant and all employees, officers, partners or agents of the applicant;~~
 - (7) ~~A statement as to whether the applicant has ever had any licenses required by the City of Jackson or any other governmental entity revoked, suspended or denied and the reasons for said action;~~
 - (8) ~~A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances and statutes.~~
- (b) ~~All licenses are subject to the following conditions, which shall be noted on the application form:~~
 - (1) ~~The applicant shall permit inspection of the licensed premises and/or activity at reasonable times by any authorized representative of the City of Jackson;~~
 - (2) ~~The applicant shall not engage in the business of a secondhand dealer at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked;~~
 - (3) ~~No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners or agents of applicant shall, if deemed necessary by the director of police and fire services (or designee), submit to being fingerprinted and photographed as part of the background investigation.~~

~~(c) The city clerk shall issue a license to the applicant if the city clerk is satisfied that the applicant has met and will continue to meet the requirements of this article and all applicable laws, and the applicant has paid the license fee.~~

~~(d) If the city clerk denies the issuance of a license or a renewal thereof, a notice of denial including the reasons for the denial shall be mailed by first class mail to the applicant. If the application for a license has been denied, the applicant may appeal the denial by requesting a hearing pursuant to section 16-16 of this Code, as amended, or may reapply at any time by submitting a new application and fee. The notice of denial shall provide that if the applicant wants to appeal the city clerk's decision, the applicant must request a hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.~~

Sec. 16-~~344~~342. Secondhand dealers - Record of secondhand goods received; reporting requirements; hours of operation.

~~(a)~~ 1 A secondhand dealer shall keep a record in English at the time the secondhand dealer receives any secondhand goods. The record shall include a description of the goods, the serial number and model number if available, a sequential transaction number, the amount of money or other consideration received for said goods, the name, residence, general description and driver's license number, official state personal identification card number, or government identification number of the person from whom the secondhand goods were received, the right thumbprint of the person from whom the goods were received, and the day and hour when the goods were received. If it is not possible for the person to provide his or her right thumbprint on the full handwritten form or the short form, then another specifically designated fingerprint shall be provided. These records, the place where the secondhand dealer's business is carried on, and all secondhand goods in that place of business or in control of the secondhand dealer are subject to examination at any time by the city attorney, the director of police and fire services (or designee), the city clerk, the state police, and the Jackson County Prosecuting Attorney. The required information may be maintained by computer as required by subsection (b) below.

~~(b)~~ 2 The secondhand dealer shall retain a record of each transaction for a minimum of one (1) year or as directed by the director of police and fire services (or designee). The secondhand dealer shall send a copy of any record of transaction to the director of police and fire services (or designee) on a weekly basis or as otherwise directed by the director of police and fire services (or designee). Commencing no later than August 1, 2009, the information in the record of transaction shall be transmitted to the director of police and fire services (or designee) by electronic means over the internet to the website established by the city for this purpose. The city will provide information concerning the website. So long as the required information is transmitted by electronic means, a handwritten form need not be completed, but a short form with the right thumbprint of the individual trading in the item shall be maintained, with an appropriate reference to the transaction. If it is not possible for the person to provide his or her right thumbprint on the full handwritten form or the short form, then another specifically designated fingerprint shall

be provided. Upon request, the short form shall be immediately provided to the director of police and fire services (or designee) or his/her designee.

- (e3) The secondhand dealer shall retain an article that was purchased or exchanged for at least fifteen (15) days before disposing of the article, by keeping the article in an accessible place in the building where the article ~~are~~ is purchased and received. A tag shall be attached to the article in some visible and convenient place, with the number written thereupon to correspond with the entry number in the book or other record.
- (d4) The secondhand dealer or licensee need not follow the electronic reporting required in subsection (b) above for transactions taking place at a business location where the number of transactions in each ninety-day period does not exceed ten (10). A secondhand dealer or licensee reasonably believing a location at which he or she conducts a business qualifies under this subsection for exemption from electronic reporting and wishing to be exempt from the requirements of subsection (b) shall sign, under penalty of perjury, a declaration to that effect on a police department approved form. Once the declaration is signed and so long as the volume of transactions does not exceed ten (10) for each ninety-day period for transactions taking place at that business, the transactions need not be reported electronically, but shall be reported on paper forms. No secondhand dealer shall acquire any secondhand goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such secondhand goods are stolen property.

~~Sec. 16-345. Secondhand dealers license—Suspension with intent to revoke.~~

~~A secondhand dealer's license issued pursuant to this article may be suspended by the city clerk, which shall be deemed a suspension with intent to revoke. The city clerk will comply with section 16-16 of this Code in noticing the suspension. The suspension with intent to revoke shall automatically become a revocation of the license unless the licensee requests an appeal hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.~~

Sec. 16-343 – 16-345. Reserved

Sec. 16-346. Junkyards operator.

The city clerk is designated and authorized to issue, suspend, and revoke licenses for persons, corporations, or firms to operating as a junkyard.

Sec. 16-347. Junkyard operator—Definition.

As used in this article, the following terms have these meanings:

Junkyard operator means any person who keeps a junkyard or engages in the business of buying and selling old iron, brass, tin, copper, lead, rubber, tires, paper or other articles commonly

known as junk or operates as a junkyard with an approved conditional use permit under the City of Jackson Zoning Ordinance.

Junkyard means a place where junk, waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including wrecked motor vehicles, used building materials, structural steel materials and equipment and other manufactured goods that are so worn, deteriorated, or obsolete as to make them unusable in their existing condition.

Sec. 16-348. Junkyard operator—License required.

No person, corporation, firm, or other entity shall carry on the business of a junkyard operator in the City of Jackson without being licensed pursuant to this article and as approved under the City of Jackson Zoning Ordinance, chapter 28. A license is not transferable.

Sec. 16-349. Junkyard license - Application, conditions, denial, hearing.

- (a) Application for a junkyard license shall be made in writing to the city clerk, who is authorized to create application forms and to receive and process applications and to thereafter grant, deny, suspend, or revoke said licenses as set forth in this article. Applications shall be on forms supplied by and to be filed with the city clerk. Such application, shall be signed and dated by the applicant or, if the applicant is not an individual, by an authorized representative. The application shall contain the following minimum information, plus any other information deemed necessary by the city clerk:
 - (1a) The name and any alias used, and address and telephone number of the applicant and all employees, officers, partners or agents of the applicant;
 - (2b) The location where the business is to be carried on plus any subsidiary offices and a brief description of the items to be sold;
 - (3c) The applicant's criminal record, if any, and if the applicant is not an individual, the criminal record, if any, of the partners or officers of the corporation;
 - (4d) The criminal record, if any, of any employees of the applicant;
 - (5e) The applicant's prior experience as a junkyard operator;
 - (6f) An authorization for the city clerk and/or the director of police and fire services (or designee) to carry out a background investigation on the applicant and all employees, officers, partners or agents of the applicant;
 - (7g) A statement as to whether the applicant has ever had any licenses required by the City of Jackson or any other governmental entity revoked, suspended, or denied and the reasons for said action;
 - (8h) A statement that the information provided is true and accurate and that, if a license is granted, the applicant will abide by all applicable ordinances and statutes.
- (b) All licenses are subject to the following conditions, which shall be noted on the application form:
 - (1a) The applicant shall permit inspection of the licensed premises and/or activity at reasonable times by any authorized representative of the City of Jackson;

- (2b) The applicant shall not engage in the business of a junkyard operator at any time after the license has expired, without having been reissued, or at any time when the license is suspended or revoked;
- (3c) No license shall be issued or renewed unless and until the applicant and any and all employees, officers, partners or agents of applicant shall, if deemed necessary by the director of police and fire services (or designee), submit to being fingerprinted and photographed as part of the background investigation.
- (e3) The city clerk shall issue a license to the applicant if the city clerk is satisfied that the applicant has met and will continue to meet the requirements of this article and all applicable laws, and the applicant has paid the license fee.
- (d4) The city clerk may deny an application for a junkyard operator's license if the application is disapproved by one (1) or more proper officers of the city, as provided in this Code, indicating that the applicant is unable to meet or continue to meet the requirements of any provision in this article.
- (e5) If the city clerk denies the issuance of a license or a renewal thereof, a notice of denial including the reasons for the denial shall be mailed by first class mail to the applicant. If the application for a license has been denied, the applicant may appeal the denial by requesting a hearing pursuant to section 16-16 of this Code, as amended, or may reapply at any time by submitting a new application and fee. The notice of denial shall provide that if the applicant wants to appeal the city clerk's decision, the applicant must request a hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

Sec. 16-350. Junkyard operator - License fees; display.

- (a1) The license fee shall be as set from time to time by the city council by motion or resolution pursuant to the provisions of this article. If the application is rejected, a portion of the fee paid, as determined by the city clerk, shall be retained by the city to cover processing costs.
- (b2) All persons obtaining a license issued under this article shall place the license conspicuously in full public view.

Sec. 16-351. Junkyard - Regulations.

The following regulations shall be applicable to junkyards:

- (1) No junkyard operator or any of the operator's employees shall receive in the line of such business any article by way of pledge or pawn nor loan or advance any sum of money on the security of any article or thing.
- (2) Every junkyard operator shall upon demand, exhibit all goods which he has on hand and give a description of persons selling the same to any member of the police department upon request, and shall keep a book containing the names from whom he purchased

brass, tin, copper or any metal except old iron, which book shall be open during business hours to the inspection of any police officer.

- (3) No junkyard operator shall sell or remove from his place of business any article purchased by him until the same shall have been in his possession for seventy-two (72) hours unless such article shall have been purchased directly from some reputable factory or company.
- (4) No junkyard may be established or maintained in the city, except as permitted by the zoning chapter or the district maps accompanying such chapter.
- (5) No junkyard may store or handle hazardous materials unless done so consistent with all other state, federal, and local regulations.
- (6) A junkyard is subject to annual administrative inspections or complaint based inspections to ensure the property is maintained in accordance with the health, safety, and welfare of the community, materials are stored in an orderly manner to allow access to inspect, and that that the property otherwise complies with the city code, including but not limited to this article and the zoning code.
- (7) Upon conviction of any junkyard operator for violating or failing to comply with any provisions of this article, the license of such junkyard operator shall be revoked and the convicted person shall not be licensed as a junkyard operator for a period of two (2) years from the date of his conviction, and the place in which he has been operating a business of buying and selling junk shall not be licensed for that particular business for a period of one (1) year from the date of the conviction of the junkyard operator.

Sec. 16-352. Junkyard - Reporting requirements; hours of operation.

- (a~~1~~) Once city staff determines that a junkyard operator is not operating as a pawnbroker under the Pawnbrokers Act or the provisions of this article being sections 16-331—16-338 or is not operating as a secondhand dealer under the Secondhand Dealer Act, or the provisions of this article being sections 16-339—16-345 above, a junkyard operator will not be required to report weekly purchases.
- (b~~2~~) No junkyard dealer shall acquire any goods between the hours of 9:00 p.m. and 7:00 a.m.; nor from any person under the age of eighteen (18) years; nor from any person who is at the time intoxicated or known to be a habitual drunkard; nor from any person with the knowledge that such secondhand goods are stolen property.

Sec. 16-353. Junkyard - Suspension with intent to revoke.

Any junkyard operator's license issued pursuant to this article may be suspended by the city clerk, which shall be deemed a suspension with intent to revoke. The city clerk will comply with section 16-16 of this Code in noticing the suspension. The suspension with intent to revoke shall

automatically become a revocation of the license unless the dealer requests an appeal hearing within ten (10) business days pursuant to section 16-16 of this Code, as amended.

In addition to the grounds to revoke contained in section 16-17 of this Code, the city clerk may rely on the following grounds to revoke a junkyard operator's license under section 16-16:

- (1) The property fails to comply with the zoning ordinance and any required condition of the junkyard's conditional use approval and the operator or licensee has failed to take steps to remedy the conditions.
- (2) The licensee fails to allow an administrative inspection.

Sec. 16-354 Nonferrous metals.

Nothing in this article should be construed to diminish the requirements that secondhand dealers, junk dealers, and junkyard operators who deal with nonferrous metals must comply with the Nonferrous Metals Act, being 2008 P.A. 429.

Sec. 16-355. Severability of ordinance.

If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be invalid, illegal, or otherwise unenforceable, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article.

Sec. 16-356. Inconsistent provisions repealed.

Ordinances or parts of ordinances in conflict with the provisions of this article are hereby repealed.

Sec. 16-357. Penalty.

- (a) Prosecutions for violations of this article may be commenced by arrest, complaint, and warrant, or the issuance of an appearance ticket by the police department. Further, the City of Jackson may commence an action in circuit court for injunctive or other equitable or legal relief to prevent a continuing violation of this article.
- (b) Any person violating any provision of this article shall, upon conviction thereof, be punished in accordance with section 1-18 of this Code, as amended.

Sec. 16-358. Conformance to statutes.

This article shall be construed as supplemental to, and not in conflict with, 1917 PA 350, being Michigan's Second Hand Dealers and Junk Dealers Act, MCL 445.401 through 445.408 and Public Act 273 of 1917, being Michigan's Pawnbrokers Act, MCL 446.201 through 446.219, or as those are amended. The absence of any provision contained in these acts from this article is not evidence of intent that such provision would not have full force and effect.

Secs. 16-359 - 16-360. Reserved.

ARTICLE XIII. MISCELLANEOUS BUSINESSES AND TRADES

~~Sec. 16-361. Licenses required.~~

~~No person shall engage in any of the businesses, trades or occupations listed in this section without first obtaining a license therefor in the manner prescribed in article I of this chapter, and paying the license fee for such license or licenses prescribed in article II of this chapter:~~

~~(1) — Convalescent or rest homes.~~

~~(2) — Hotels.~~

~~(3) — Pawnbrokers or loan agents.~~

~~(4) — Photographers, itinerant. An itinerant photographer shall be deemed any photographer who has no established place of business within the city. Such photographers shall also file with the city clerk a bond in the amount of one thousand dollars (\$1,000.00).~~

~~(5) — Tourist rooms; tourist cabins.~~

Sec. 16-~~362~~361. Dealers in precious items - Certificates of registration required.

No person, in whole or in part, engaging in the ordinary course of repeated and recurrent transactions of buying or receiving precious items from the public within this city shall do so without first obtaining from the police department a valid certificate of registration as required by Act No. 95, of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended. As used in this section, "precious items" means jewelry, precious gems, or items containing gold, silver, or platinum, all as defined by Act No. 95 of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended.

Sec. 16-~~363~~362. Same - Application for certificate of registration; payment of registration fee.

The person seeking a certificate of registration as required by Act No. 95 of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended, must apply to the police department of the city and pay a fee of fifteen dollars (\$15.00) to cover the reasonable cost of processing and issuing the certificate of registration. The application shall disclose the name, address, and thumbprint of applicant, the name and address of the applicant's business, and the name, address, and thumbprint of all agents and employees of the applicant. The applicant shall also forward to the police department, within twenty-four (24) hours of hire, the name, address, and thumbprint of any new employee. Upon receipt of an application as described, the police department of the city shall issue a certificate of registration so long as the applicant is not disqualified from being

a dealer under the provisions of Act No. 95 of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended.

Sec. ~~16-364~~363. Same - Construction.

Sections ~~16-361~~2 and ~~16-362~~3 shall be construed in such a manner so as not to be in conflict with Act No. 95, of the Public Acts of Michigan of 1981 (MCL 445.481 et seq.), as amended. The absence of any provision of such Act from sections 16-362 and 16-363 shall not be considered as evidencing an intent that such provision shall not have full force and effect.

Secs. ~~16-365~~364. - 16-385. Reserved.

ARTICLE XIV. PEDDLERS, TRANSIENT MERCHANTS, CONCESSIONAIRES, SIDEWALK CAFES, OUTDOOR SALES AND DISPLAY AREAS, AND DONATION BOXES

Sec. 16-386. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Central commercial district means a district as designated by the city's zoning map maintained by the zoning administrator (or designee).

Concessionaire means any person, whether resident of the city or not, possessing a license under the provisions of section 16-394(7), to sell or offer for sale edible items, goods, wares or merchandise from a temporary or portable structure or fixture at a specific location within the central commercial district.

Donation box means any enclosed receptacle or container designed or intended for the donation and temporary storage of clothing or other materials and located in a designated area, for either non-profit or for-profit purposes.

Outdoor sales and displays means any display related to and used for the sale of edible items, wares, goods, and merchandise located in a designated area adjacent to a building containing a retail business owned or leased by the person, firm or corporation operating the store.

Peddler means any person, whether a resident of the city or not, who travels by foot, wagon, cart, motor vehicle, or other conveyance, from place to place, carrying, selling or offering for sale edible items, goods, wares or merchandise, or who, without travelling from place to place, sells or offers the same for sale from a motor vehicle, wagon, trailer, railroad car, or other vehicle or conveyance, or from a cart, stand, booth, display case, or other temporary or portable structure or fixture. The word "peddler" shall include "vendor," "hawker" and "huckster" and shall include route salespersons selling randomly to customers along a fixed route, but not route salespersons supplying only prior customer orders.

Sidewalk cafe means any aggregation of tables, chairs, and other appurtenances related to and used for the sale of food and drink located in a designated area adjacent to a building containing a restaurant business owned or leased by the person, firm or corporation operating the cafe.

Transient merchant means any person, whether a resident of the city or not, engaged in the transient outdoor sale or transient indoor sale (as regulated in chapter 28 of this Code) of edible items, goods, wares or merchandise on a temporary basis where such person does not have a permanent business location within the city which is subject to the city's real or personal property taxes for the current year.

Sec. 16-387. License required.

It shall be unlawful for any person to engage in the business of a peddler, transient merchant or concessionaire within the limits of the city without first having obtained a license to do so issued by the city clerk.

Sec. 16-388. Exemptions.

The following persons are exempt from the requirements of section 16-387:

- (1) Any person engaged in the retail sale of goods, wares or merchandise at a permanent location in the city and subject to the city's ad valorem real or personal property taxes shall not be required to obtain a license to sell as a transient merchant at any other location within the city, but shall be required to comply with every other provision of this article regulating such activity. Any person engaged as a peddler or concessionaire for a locally established business shall be required to obtain a license.
- (2) Any person under the age of eighteen (18) years of age, except that persons under age eighteen (18) peddling or vending from a motor vehicle shall be required to obtain a license.
- (3) Any person representing any recognized religious or charitable organization which has a valid license by the state under the provisions of Act No. 169 of the Public Acts of Michigan of 1975 (MCL 400.271 et seq., MSA 3.240(1) et seq.), as amended.
- (4) Any person representing any established public or private school, provided that sales are under the sponsorship of the school.
- (5) Any person selling vegetables, fruits or perishable farm products at any farmers' market approved by the city.
- (6) Any person operating any booth or concession at any fairgrounds.
- (7) Any person selling edible items from a mobile food vending vehicle approved or licensed by either the county health department or other regulatory agency.

- (8) Any person exempt from the licensing requirements of this article by virtue of state or federal law.
- (9) A person selling at an art fair or festival or similar event at the invitation of the event's sponsor, if all of the following conditions are met:
 - a. The sponsor is a governmental entity or nonprofit organization.
 - b. The sponsor provides a list of the event's vendors' business addresses and sales tax license numbers to the city clerk.

Sec. 16-389. Application.

Applicants for a license under this article shall pay a nonrefundable application fee of twenty-five dollars (\$25.00) at the time of filing an application on a form approved by the city clerk, such application to contain the following:

- (1) The applicant's name, date of birth, social security number, permanent address, business address and telephone number at the time of filing the application and any prior business address used for the previous three (3) years.
- (2) The name of the person represented, if different than the applicant, together with the address of the registered office of the business and registered agent designated in this state for service of legal process, and the address of the nearest local or district office.
- (3) A brief description of the nature of the business represented and the goods, wares or merchandise to be sold.
- (4) The length of time for which the license is required and the expected days and hours of operation.
- (5) Whether the licensee will operate from a fixed or mobile location and the proposed method of peddling or vending, whether on foot, by motor vehicle or other conveyance.
- (6) If a vehicle or other conveyance is to be used, a description of the same, together with license number, vehicle identification number or other adequate means of identification.
- (7) If a lot, room, building or structure is to be used, or if a cart, stand, booth or other structure or fixture is to be placed upon the property of another, evidence that the applicant has the consent of the legal owner of the property.
- (8) A photograph of the applicant, which shall be a two-inch by two-inch picture showing the face of the applicant in a form suitable for attachment to the license to be issued.
- (9) If a motor vehicle is to be used, a statement that the applicant has a current valid operator's license and whether the applicant has ever had his driving privileges revoked, suspended or restricted within three (3) years immediately prior to the date of application, and the nature of any such revocation, suspension or restriction.

- (10) A statement as to whether the applicant has ever had any licenses required by this city or any other state or municipal authority revoked, suspended or denied within three (3) years immediately prior to the date of application, and the circumstances of any such revocation, suspension or denial.
- (11) A copy of a valid current state sales tax license, or, if exempt, a copy of a current exemption certificate, if required for the goods, wares or merchandise sold.
- (12) If food is to be sold, a health card or its equivalent, if applicable, issued by either the county health department or other regulatory agency.
- (13) Such other reasonable information as to the identity or character of the person having the management or supervision of the applicant's business as the city clerk may deem necessary to fulfill the purposes of this article.

Sec. 16-390. Investigation of applicant; issuance of license.

Upon receipt of the application, the city clerk shall cause an investigation of the applicant to be performed. If, as a result of such investigation, the applicant's character and business history is found to be unsatisfactory, the application shall be denied. If, as a result of such investigation, the applicant's character and business history is found to be satisfactory, the city clerk, upon payment of the fee set forth ~~in section 16-391~~ [by resolution of city council](#) and satisfaction of all other requirements of this article, shall issue the applicant a license. The city clerk shall keep a full record in his office of all licenses issued. Such license shall contain the number of the license, the date of issuance, its expiration date and the place where business may be carried on under such license.

Sec. 16-391. License fees.

All peddlers, transient merchants, concessionaires or sidewalk cafes shall, at the time of issuance of a license, pay to the city clerk a license fee as prescribed ~~in article II of this chapter~~ [by resolution of city council](#).

Sec. 16-392. Bond required; conditions.

Before any license is issued for a peddler, transient merchant or concessionaire, the applicant shall file with the city clerk a bond running to the city in the sum of one thousand dollars (\$1,000.00) executed by the applicant, as principal, together with surety. The form of such bond shall be approved by the city attorney and shall be conditioned upon the applicant's full compliance with the provisions of this article and the laws and statutes of the state regulating and concerning the sale of food, goods, wares or merchandise.

Sec. 16-393. Miscellaneous requirements.

- (a1) All persons licensed under this chapter and each and every one (1) of their agents or employees shall forthwith produce a copy of a city license for inspection by any police officer.
- (b2) All persons, whether or not licensed under this article, using any cart, wagon, motor vehicle or other conveyance, when stopping upon the streets or public right-of-ways of the city for the purposes of conducting business, shall draw up to and parallel with the curbline and in such a manner so as not to obstruct vehicle or pedestrian travel.
- (e3) No person shall engage in selling in a fixed location on a street corner or public right-of-way for longer than two (2) continuous hours.

Sec. 16-394. Prohibited practices.

The following conduct by any person, licensee, agent or employee thereof shall be considered in violation of this Code, and, in addition to prosecution, may result in the suspension or revocation of any license granted under this article.

- (1) Entering a private residence under pretense other than for peddling.
- (2) Remaining in a private residence or on the premises thereon after the owner or occupant has requested the licensee to leave.
- (3) Going in and upon the premises of a private residence to peddle when the owner or occupant thereof has displayed a "no peddling" sign on such premises.
- (4) Peddling at a private residence prior to 8:00 a.m. and after 8:00 p.m., unless by prior invitation of the occupant.
- (5) Peddling or operating a concession on a street or within an area which has been closed by city council resolution for an art fair, street fair or other special event, except where special permits are issued in accordance with standards established by the city council, or the peddler, transient merchant or concessionaire is exempted pursuant to section 16-388(9).
- (6) Shouting or calling wares or using a public address system, horn, bell, or other noise-making device to call attention to the licensee's business in such a way as to disturb residents or adjacent businesses.
- (7) Occupying any space for the purpose of peddling or as a transient merchant on any public place, street, or adjacent public right-of-way within the central commercial district, except as provided for below:

A concessionaire license may be granted by resolution of the city council within appropriate areas of the public right-of-way or other city-owned property of the central commercial district. Concessionaires shall be limited to locations and times within the

central business district, as determined by the city council, and a concessionaire license fee as required by section 16-391 of this article shall be paid by each concessionaire in advance of any activities on the approved site by the concessionaire.

- (8) Sell or offer for sale any edible items, goods, wares, or merchandise in any city park unless first complying with the requirements of chapter 19 of this Code.

Sec. 16-395. Sidewalk cafes.

An applicant wishing to establish a sidewalk cafe; may do so on a sidewalk of the city, but only if all of the following conditions are met:

- (a1) The applicant pays a permit fee (set by resolution of city council) to the City and obtains a permit from the clerk to operate a sidewalk cafe;
- (b2) The location of the tables, chairs, and other appurtenances comprising the sidewalk cafe; are indicated on a plot site plan (PSP) per the requirement of subsection 28-111(c)(1)(a). of this Code. The PSP must indicate the following:
 - (1a) The tables, chairs, and other appurtenances of the sidewalk cafe are placed adjacent to a building containing a restaurant business owned or leased by the person operating the sidewalk cafe;
 - (2b) The tables, chairs and other appurtenances of the sidewalk cafe are placed in a way that:
 - ai. A clear pathway at least five (5) feet in width—free of street trees, street furniture, signs, and other obstructions—is maintained along the sidewalk; and
 - bi. Ingress or egress from any building or driveway is not blocked.
 - (3c) The tables, chairs, and other appurtenances of the sidewalk cafe are not permanently anchored to the sidewalk in any way.
 - (4d) Any temporary fencing (see section 28-111(d)(4)(a). of this Code).
- (e3) The establishment and operation of the sidewalk cafe does not occur before April fifteenth of a calendar year for which a permit is granted nor after October thirty-first of the same year.
- (d4) The tables, chairs and other appurtenances of the sidewalk cafe; are not placed on the sidewalk prior to April fifteenth and are removed therefrom prior to November first.
- (e5) The applicant has provided the city with a certificate of insurance which shows that it is in effect during the entire period of the proposed activities with a minimal amount of one million dollars (\$1,000,000.00) bodily injury protection per incident and one million dollars (\$1,000,000.00) property damage protection per incident with a product liability rider in the minimum amount of one million dollars (\$1,000,000.00) per incident, such certificate to list the city as an additional insured.

- | (f6) The operation of the sidewalk cafe; occurs only during the normal business hours of the restaurant within the building owned or leased by the person operating the sidewalk cafe;
- | (g7) The applicant has obtained all required liquor control commission permits and state and city licenses and is otherwise in compliance with all rules and regulations pertaining thereto. The patrons and the employees of a sidewalk cafe; authorized to vend alcoholic beverages by the liquor control commission shall not be deemed to be in violation of chapter 3 of this Code;
- | (h8) No entertainment or extension of entertainment by loudspeaker or otherwise is permitted outside of the building containing the restaurant business owned or leased by the person operating the sidewalk cafe;
- | (i9) The area in and about the sidewalk cafe is kept free of debris and litter.

Sec. 16-396. Suspension or revocation.

Upon receipt of a complaint alleging a violation of this article, the city clerk shall conduct an investigation to determine whether the complaint is valid. Any peddler, transient merchant, concessionaire or sidewalk cafe license issued by the city may be suspended by the city clerk if it is determined that the nature of the violation warrants such action.

- (1) Any person aggrieved by such action shall have the right to a hearing before a hearing officer appointed by the city clerk, provided a written request therefor is filed with the city clerk within five (5) days after receipt of notice of suspension. The hearing shall commence not later than twenty (20) days after the request is received by the city clerk. If no hearing is requested, the license shall automatically be revoked in conformity with subsection (5).
- (2) At least ten (10) days prior to the hearing, the licensee shall receive a reasonably definite statement of the charges against him and the reasons for the suspension.
- (3) The hearing officer shall:
 - a. Hear and receive testimony and material evidence offered by the city in support of suspension.
 - b. Hear and receive testimony and material evidence offered by the licensee disputing the city's evidence.
 - c. Give full and fair consideration to all the evidence presented.
 - d. Within twenty (20) days following completion of the hearing, prepare and file with the city clerk a written decision either rescinding the suspension or revoking the license for the duration of the license period.
- (4) Upon suspension or revocation of any license, the fee therefor shall not be refunded.

- (5) Any licensee whose license has been revoked shall not be eligible to apply for a new license for a period of one (1) year after such revocation.

Sec. 16-397. License expiration.

All peddler, transient merchant, concessionaire and sidewalk cafe licenses shall expire upon the date specified therein.

Sec. 16-398. Group license.

Whenever more than one (1) person is involved as a peddler, transient merchant or concessionaire on behalf of the same individual, business, organization or group, such person may apply for a group license in lieu of individual licenses. However, each peddler, transient merchant and concessionaire will be required to carry a copy of the license and, accordingly, must supply the city clerk with the information he deems necessary.

Sec. 16-399. Insurance.

No vehicle, cart, or pushcart shall be licensed in accordance with this article unless and until the owner thereof files with the city clerk proof of the existence of a policy of insurance issued by a company licensed to do business in the state, which policy insures the ability of the applicant for the license to respond to damages for any liability thereafter incurred resulting from the ownership, maintenance, use or operation of such vehicle, cart or pushcart licensed to the applicant, for personal injury or death of any one (1) person in the minimum amount of three hundred thousand dollars (\$300,000.00) bodily injury protection per incident and one hundred thousand dollars (\$100,000.00) property damage protection per incident with a product liability rider in the minimum amount of one hundred thousand dollars (\$100,000.00) per incident, such certificate to list the city as an additional insured.

Sec. 16-400. Construction.

Nothing in this article shall be construed to repeal or in any other way abrogate the provisions of chapter 28 of this Code.

Sec. 16-401. Penalty.

Any person violating any provision of this article, shall, upon conviction thereof, be punished in accordance with section 1-18 of this Code.

Sec. 16-402. Outdoor sales and display areas.

An applicant wishing to display and sell edible items, wares, goods, or merchandise may do so on a public sidewalk, but only if all of the following conditions are met:

- (a1) The applicant pays an annual permit fee set by resolution of city council to the city and obtains an annual permit from the clerk to operate an outdoor sales and display area.

- (b2) The location of the tables, bins, and other appurtenances comprising the outdoor sales and display area are indicated on a plot site plan (PSP) per the requirement of subsection 28-111(c)(1)a. of this Code. The PSP must indicate the following:
 - (1a) The tables, bins, and other appurtenances comprising the outdoor sales and display area are placed adjacent to a building containing a retail business owned or leased by the person operating the outdoor sales and display area.
 - (2b) The tables, bins, and other appurtenances comprising the outdoor sales and display area are placed in a way that:
 - a.i. A clear pathway at least five (5) feet in width—free of street trees, street furniture, signs, and other obstructions—is maintained along the sidewalk, and
 - b.ii. Ingress or egress from any building or driveway is not blocked.
 - (3c) Any temporary fencing (see subsection 28-111(d)(4)a. of this Code).
- (e3) The tables, bins, and other appurtenances comprising the outdoor sales and display area are not permanently anchored to the sidewalk in any way.
- (d4) The applicant has provided the city with a certificate of insurance which shows that it is in effect during the entire period of the proposed activities with a minimal amount of one million dollars (\$1,000,000.00) bodily injury protection per incident and one million dollars (\$1,000,000.00) property damage protection per incident with a product liability rider in the minimum amount of one million dollars (\$1,000,000.00) per incident, such certificate to list the city as an additional insured.
- (e5) The operation of the outdoor sales and display area occurs only during the normal business hours of the retail business within the building owned or leased by the person operating the outdoor sales and display area.
- (f6) The applicant has obtained all required liquor control commission permits and state and city licenses and is otherwise in compliance with all rules and regulations pertaining thereto. The patrons and the employees of an outdoor sales and display area authorized to vend alcoholic beverages by the liquor control commission shall not be deemed to be in violation of chapter 3 of this Code.
- (g7) No entertainment or extension of entertainment by loudspeaker or otherwise is permitted outside of the building containing the retail business owned or leased by the person operating outdoor sales and display area.
- (h8) The area in and about the outdoor sales and display area is kept free of debris and litter.

Sec. 16-403. Donation boxes.

Donation boxes are prohibited in the city with the exception of registered nonprofit organizations on nonresidential property —located outside of the central commercial district— in accordance with the following:

- | (a1) Nonresidential premises devoted to nonprofit purposes, including churches, temples, and similar places of worship, are permitted to have up to two (2) donation boxes.
- | (b2) The donation box or boxes are not permitted in the front yard and must be appropriately located so as not to interfere with sight triangles, on-site circulation, required setbacks, landscaping, parking, and any other standards contained in this chapter.
- | (c3) The donation box or boxes must be a neutral or earth tone color and must be located against the building which is the primary use on the property.
- | (d4) The donation box or boxes must be of the type that are enclosed by use of a receiving door and locked so that the contents of the donation box or boxes cannot be accessed by anyone other than those responsible for the retrieval of the contents.
- | (e5) Each donation box cannot cover a ground surface area in excess of five (5) feet by five (5) feet, nor be more than six (6) feet six (6) inches in height. Groupings of up to two (2) donation boxes cannot cover a ground surface area in excess of five (5) feet by ten (10) feet.
- | (f6) Each donation box must be regularly emptied of its contents so that it does not overflow, resulting in used clothing being strewn about the surrounding area. Violators will be fined in accordance with chapter 12 of this Code.
- | (g7) A license for a donation box or boxes (and the associated fee set by resolution of city council) is required. The permit shall be issued by the city (or designee), but can only be granted when it is determined by the zoning administrator (or designee) that:
 - | (1a) The donation box or boxes are for use by a duly registered nonprofit organization;
 - | (2b) The proper types of donation box or boxes are being used as described by this Section;
 - | (3c) The donation box or boxes are being placed in a proper location as described by this Section, as indicated on the plot site plan (PSP) required by chapter 28 of this Code;
 - | (4d) A letter of authority/permission from the owner of the property upon which the donation boxes are to be and/or are already located has been submitted to the zoning administrator (or designee); and
 - | (5e) The name, address and phone number of the nonprofit organization or church displayed on each donation box.
- | (h8) The permit issued by the city must be displayed on the front of each donation box.
- | (i9) If any donation box or boxes are placed without a permit or an inspection reveals that such donation box or boxes are not in compliance with this section, enforcement action will be taken in accordance with chapter 12 of this Code.

Secs. 16-404 - 16-420. Reserved.

ARTICLE XV. POOLROOMS AND BOWLING ALLEYS RESERVED.

~~Sec. 16-421. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Bowling alley* means any place open to the public for bowling.~~

~~*Poolroom* means any place open to the public for playing pool or billiards with more than one (1) table designed for the playing of pool or billiards.~~

~~Sec. 16-422. License required.~~

~~No person shall engage in the business of operating a poolroom or bowling alley without first obtaining a license therefor. No person shall be granted a license to operate a poolroom or bowling alley unless he is eighteen (18) years of age. No such license shall be issued until the application therefor is reviewed and approved by the director of police and fire services (or designee) and the zoning official. Each license shall designate the number of pool tables, billiard tables, or bowling alleys permitted thereunder, and no licensee shall keep or maintain more tables or alleys than designated on such license.~~

~~Sec. 16-423. Hours.~~

~~No person shall keep open any poolroom between the hours of 2:00 a.m. and 7:00 a.m. of the same morning. Where a restaurant is conducted in connection with a poolroom, a screen or partition shall be provided, effectively separating any establishment licensed under this article from the restaurant, and such partition or screen shall be put in place or closed so as to separate such restaurant from such poolroom.~~

~~Sec. 16-424. Prohibitions.~~

~~No person licensed under this article, or in charge of any premises licensed hereunder, shall permit or allow to occur within such licensed premises any gambling for money or other things of value, or any other disorderly conduct as defined by chapter 18 of the Code of the city.~~

~~Secs. 16-425 – 16-442. Reserved.~~

ARTICLE XVI. TAXICABS AND TAXICAB DRIVERS

Sec. 16-443. Title.

This article shall be known as the "Taxicab Ordinance" of the City of Jackson.

Sec. 16-444. Purpose.

This article establishes rules and regulations for the operation of taxicabs in the City of Jackson, and establishes minimum qualifications for taxicabs and taxicab drivers, to protect public health, safety, and welfare of the residents of the city.

Sec. 16-445. Findings.

The council finds the following:

- (1) It is hereby declared and found that the business of transporting passengers for hire by motor vehicle in the City of Jackson is in the public interest, is vital to the integral transportation system of the city, and must therefore be supervised, regulated, and controlled by the city.
- (2) Taxicabs should be covered by regulations which not only cover the conduct of the business, but also the condition of the vehicle and equipment used in the business and the qualifications of drivers of such vehicles.

Sec. 16-446. Unlawful to operate.

It shall be unlawful for any person to own, operate, keep or drive for pay or hire within the limits of the city any taxicab without complying in all particulars with the terms and provisions of this article.

Sec. 16-447. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Driver means and includes every person in charge of and/or operating any taxicab, either as agent or employee or otherwise.

Owner means and includes every person having the legal or equitable ownership of any taxicab.

Taxicab means every 4-door automobile or motor-propelled vehicle that is in compliance with the Michigan Motor Vehicle Code, Act No. 300 of the Public Acts 1949 (MCL 257.1 et seq., as amended) (hereinafter "Motor Vehicle Code") with a seating capacity of seven (7) passengers or less used for the transportation of passengers over the public streets of the city for pay or hire, and not over defined routes, the trip and/or its destination of which vehicle are fixed by the person hiring the same, irrespective of whether such operations extend beyond the limits of the city.

Sec. 16-448. Driver's license.

No person shall drive a taxicab, and no person shall permit any agent or employee to drive any taxicab under his control, within the city unless such driver has first obtained a State of Michigan

chauffeur's license. Any driver habitually operating a taxicab in any other municipality may carry passengers from such municipality to any place or point within the city and may freely enter and temporarily travel upon the streets and thoroughfares thereof for that purpose, without procuring a license as herein provided; but such driver shall not solicit business on the streets of the city or otherwise operate within the city without a license within the provisions of this article.

Sec. 16-449. Driver qualifications.

- (a1) Each applicant for a taxicab driver's license must have the following qualifications and comply with the following conditions:
 - (1a) Be currently licensed by the state to operate an automobile as a chauffeur.
 - (2b) Be of the age of eighteen (18) years or older.
 - (3c) Present a licensed physician's signed certificate which certifies the applicant was examined by the physician and was found to have normal eyesight and hearing and is not suffering from any disease or infirmity which would render the applicant incapable of safely operating a public vehicle.
 - (4d) Be able to read, write and speak the English language.
 - (5e) Complete, sign and swear to a statement to be provided by the director of police and fire services (or designee), which statement gives the following information about the applicant:
 - a.i. Full name.
 - b.ii. Present residence.
 - c.iii. Date and place of residence for five (5) years previous to the time of making application.
 - d.iv. Color of eyes and color of hair.
 - e.v. Name of previous employers.
 - f.vi. Whether applicant has ever been convicted of a felony, and the nature of such felonies, if any.
 - g.vii. Applicant's state chauffeur driver's license number and a copy of applicant's State of Michigan driving record.
 - h.viii. Any other information that the director of police and fire services (or designee) may require.
- (b2) The director of police and fire services (or designee) ~~chief of police~~ shall investigate the contents of the statement submitted by the applicant. The application shall be filed with the city clerk and kept in that office as a record. Any applicant for a taxicab driver's license under this article is obligated to notify the director of police and fire services (or designee) of a change of address or other changes of information required in this section. Such notification will be made within ten (10) days of the date of the change.

Sec. 16-450. Disqualifications; exceptions.

- (a1) No taxicab driver's license shall be issued to any person under the provisions of this article who has been under any sentence, including parole, probation, or actual incarceration for the commission of a felony involving prohibited sexual conduct or is otherwise required to register on the State of Michigan Sex Offender Registry.

- (b2) No taxicab driver's license shall be issued under the provisions of this article to any person who presently has nine (9) or more points assessed against his driving record pursuant to the provisions of the Motor Vehicle Code.
- (e3) Notwithstanding subsection (b) above, the [director of police and fire services](#) ~~chief of police~~ or his designated representative may approve the issuance of a taxicab driver's license to an applicant duly licensed to drive by the state when, after investigation, it shall appear that a disqualified applicant does not present an unacceptable traffic safety risk. For purposes of this section, an applicant shall be deemed to present an unacceptable traffic safety risk where he has, during the two (2) years immediately prior to the date of application:
 - (1a) Been involved in two (2) or more accidents; or
 - (2b) Been convicted of either driving under the influence of intoxicating liquor or drugs or of driving while his ability was visibly impaired; or
 - (3c) Been convicted of reckless driving, negligent homicide or manslaughter involving the use of an automobile.
- (d4) In any case involving the approval of a taxicab driver's license by [the director of police and fire services \(or designee\)](#) ~~the chief of police~~, the ~~chief~~ [director](#) shall request that the city clerk revoke such license, if upon satisfactory proof, it appears that the licensee has incurred additional points against his driving record bringing such point total to twelve (12) or more. Such licensee shall thereafter be disqualified from receiving a taxicab driver's license until such time as his point total is reduced to fewer than nine (9).

Sec. 16-451. Issuance of taxicab driver's license.

Upon certification by the [director of police and fire services \(or designee\)](#) ~~chief of police~~ of applicant's satisfactory fulfillment of the qualifications in section 16-449, and in the absence of disqualifications under section 16-450, the city clerk shall issue the applicant an annual taxicab driver's license which shall be in such form as may be prescribed by the city clerk. The city clerk shall keep a register in which shall be listed the names of all persons to whom such licenses are granted, the date any license is issued, the number of each license, and any additional data, which in the judgment of the clerk may be necessary. No taxicab driver's license shall be issued under this section until all fees required by this chapter have been paid to the city clerk.

Sec. 16-452. Display of license.

The license issued pursuant to section 16-451 shall be constantly and conspicuously displayed on the outside of the driver's coat or shirt when the driver is engaged in his or her employment and shall only be worn by the person to whom the license is issued. Such license shall contain at least the following: the name of licensee; the license number; the licensee's age, height, weight, color of hair, color of eyes; a recent photograph of licensee. Upon request, the driver shall present such license for inspection. No license issued pursuant to this section shall be transferred or assigned to any other person, nor shall the holder of such license allow the same to be used by any other person for any purpose.

Sec. 16-453. Suspension or revocation of license.

- (a1) Taxicab driver's licenses may be revoked or suspended for cause by the city clerk. Cause for suspension or revocation shall include, in addition to the provisions of section 16-17, the following:
 - (1a) The conviction of licensee of a felony.
 - (2b) The conviction of licensee of a violation of a criminal statute, which violation involves the use of a taxicab for unlawful purposes.
 - (3c) The expiration, suspension, or revocation of the licensee's state chauffeur's license, or the accumulation of nine (9) points against licensee's driving record pursuant to Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.320a, MSA 9.2020(1)).
 - (4d) Any false statements made by licensee in an application for the taxicab driver's license.
 - (5e) Violation of any of the provisions of this article.
- (b2) Any taxicab driver's license issued pursuant to this article may be suspended by the city clerk, which shall be deemed a suspension with intent to revoke. The city clerk will comply with section 16-16 of this Code in noticing the suspension. The suspension with intent to revoke shall automatically become a revocation of the license unless the licensee requests an appeal hearing within five (5) business days after receipt of notice of suspension pursuant to section 16-16 of this Code, as amended.

Sec. 16-454. Taxicab license.

No person shall operate or permit to be operated in the city any taxicab over which that person has control without first having obtained a taxicab license therefor, or without complying in every respect with the provisions of this article. Any taxicab being habitually operated in any other municipality may carry passengers from such municipality to any place or point within the city; in such case it shall not be necessary to procure a license for such vehicle, but such vehicle shall not be permitted to solicit business in the city or otherwise operate within this city without a license or without complying with the requirements herein.

Sec. 16-455. Taxicab license requirements.

- (a1) Each applicant for a taxicab license must comply with the following requirements:
 - (1a) If the applicant is an individual or a partnership each individual or partner must be of the age eighteen (18) years or older.
 - (2b) The applicant must obtain a license for each and every taxicab to be operated, which must be affixed to the inside lower left rear window.
 - (3c) The applicant must fill out, sign and swear to a statement on a form to be provided by the director of police and fire services (or designee)~~chief of police~~, which statement includes a description of each vehicle to be licensed; the full name and address of the owner or owners, legal and equitable, of each vehicle; the make of the vehicle; its vehicle identification number; and whatever other

information shall be required by the director of police and fire services (or designee)~~chief of police~~. In addition to the above, the statement shall include the name of the company issuing a policy or certificate of liability insurance as required in section 16-457.

- (~~b~~2) Nothing in this article shall be construed to prohibit a person from licensing a taxicab purchased under a title contract or plan of financing or the title thereto vests in some other person for the purpose of security only.

Sec. 16-456. Taxicab license plate and number.

Upon certification by the director of police and fire services (or designee)~~chief of police~~ that the applicant for a license and the taxicab to be licensed meet all the qualifications prescribed by this article, and upon payment by the applicant of the fee for a taxicab license to the city clerk, as prescribed by article II of this chapter, the city council ~~commission~~ shall approve the taxicab license; provided, however, that the city council shall refuse a taxicab license when in its opinion there is currently licensed a sufficient number of taxicabs to adequately serve the public convenience and necessity or when, in its judgment, existing operating transportation facilities are reasonably sufficient to serve the public demand, or when in its judgment, the use of the streets by the additional taxicabs would interfere with the public use of the street, congest traffic, or in other ways endanger the person or property of others using the streets. Upon approval by the city council the city clerk shall deliver to the approved licensee, for each and every licensed taxicab, an annual license, which license shall be in the form of a tag and shall bear the license number and the year for which the license was issued. Such tags shall be affixed by the owner upon the inside lower left rear window of the taxicab, facing and plainly visible from the outside rear of the vehicle.

Sec. 16-457. Insurance.

- (a1) Each taxicab business operating within the city limits shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:
- (~~1~~a) Comprehensive general liability insurance, public liability including premises, products and complete operations:
 - a.i. Bodily injury liability:
Each person: \$500,000.00
Each occurrence: \$500,000.00
 - b.ii. Property damage liability:
Each occurrence: \$500,000.00 or in lieu of a. and b., above
 - c.iii. Bodily injury and property damage combined:
Single limit: \$500,000.00
 - (2b) Comprehensive automobile liability insurance including owned, non-owned and hired vehicles:
 - a.i. Bodily injury liability:
Each person: \$500,000.00
Each occurrence: \$500,000.00

Every taxicab licensed under the provisions of this article shall have the name of the owner of the taxicab, or the taxicab company with which the owner is associated, plainly visible on the main panel of each of the two (2) rear doors or two (2) front doors, in letters at least five (5) inches in height and in legible type. In the event of change of ownership or taxicab company association, the lettering shall be removed or changed to comply with this section.

Sec. 16-460. Number of cab.

Every taxicab vehicle licensed under the provisions of this article shall have the number of the license plainly visible in figures five (5) inches in height. The number of each cab shall be at least five (5) inches high on the main panel of each of the front doors or each side of the cowl. Such number shall be removed in the event of change of ownership of such vehicle and if again used as a taxicab the proper number shall be placed thereon before the same shall be used again.

Sec. 16-461. Taximeters.

Every taxicab operated on the streets of the city shall have affixed thereto a taximeter of a size and design approved by the director of police and fire services (or designee) ~~chief of police or his designated representative~~. Such meter shall be some mechanically approved instrument or device made for the purpose of installation on taxicabs by which the charge for hire of a taxicab is mechanically calculated for both distance traveled and waiting time, and upon which such device such charge shall be indicated by means of figures which shall be visible to the passenger in the taxicab. Such taximeter shall be inspected and tested in such manner and by such persons as the director of police and fire services (or designee) ~~chief of police or his designated representative~~ may from time to time direct. No taxicab shall be let or hired upon a meter basis when the taximeter thereon is broken, out of order, or for any other reason does not accurately register the fare.

Sec. 16-462. Rates' display; receipt.

There shall be affixed in each taxicab licensed under this article, for the convenience and information of passengers and in such manner as to be easily read by any person riding therein, a sign or placard, plainly legible, showing the rates of fare under which such taxicab is operated. The owner or driver in charge of such taxicab shall not demand, nor be entitled to receive any pay for the conveyance of any passengers unless such card bearing such rates of fares shall be conspicuously displayed as hereinbefore provided; nor shall such owner or driver charge or collect a rate of fare greater than that revealed on such placard or sign. If demanded by the passenger, the driver in charge of a taxicab shall deliver to the person paying for the hiring of the taxicab at the time of such payment, a receipt therefore in legible type or writing, containing the name of the owner, the driver's license number, the total amount paid and the date of payment.

Sec. 16-463. Rates of fare.

No person owning, operating or controlling any motor vehicle used as a taxicab within the city shall hire or let such vehicle without first filing with the city clerk a schedule of rates and fees to be charged for transportation and/or other services offered. No revision of such rates and/or fees

to be charged shall be made until fifteen (15) days' notice of such revision has been filed with the city clerk.

Sec. 16-464. Driver shall not deceive.

It shall be unlawful for any person owning or driving any taxicab to deceive, misinform or mislead any passenger who may ride in such vehicle or who may desire to ride in such vehicle, as to his destination or the price to be charged for conveying such passengers or for other services offered. Any person owning or driving any taxicab who shall overcharge a passenger, or charge a passenger in excess of the rate of fare or fees as indicated on the taximeter, if a taximeter is placed therein and the tax hired by mileage, or on the card or sign displayed inside of the cab, shall be deemed guilty of a violation of this article.

Sec. 16-465. Direct route.

Any taxicab driver employed to transport passengers to a definite point shall take the shortest and most direct route possible that will carry that passenger to his destination safely and expediently.

Sec. 16-466. Driver's duty to convey.

No driver of a licensed taxicab shall refuse or neglect to convey any person within the city unless previously engaged or unable to do so; provided such person or persons agree to pay the fare for the operation of such taxicab. No driver of a licensed taxicab shall carry any other person than the person first employing the taxicab, without the consent of such passenger. No driver shall carry a number of passengers greater than the seating capacity of his taxicab. No passenger under the age of eighteen (18) shall be allowed to sit in the front seat of a taxicab.

Sec. 16-467. Passenger's duty to pay.

Upon arrival at a destination, it shall be a violation of this article if a passenger refuses to pay the fare.

Sec. 16-468. Duty to transport passengers when available.

The driver of any taxicab who shall report from his/her location to his/her business office that his/her cab is available for service and who shall receive after such report an order or direction to call at any point within the limits of the city to transport, then or within twelve (12) hours thereafter, any passenger or passengers from such appointed place to any other point within the city, shall forthwith or at such appointed time, fill such order and transport such passenger or passengers.

Sec. 16-469. Cruising and soliciting.

No taxicab drivers shall solicit passengers except when sitting on the driver's seat of such taxicab and no taxicab driver shall solicit passengers by driving through any public street or place at such a speed as to interfere with or impede traffic.

Sec. 16-470. Return of property.

Whenever any package or article of baggage or goods of any kinds shall be left in or on any taxicab, or when any such package or article shall be left in the custody of any driver, the driver of such taxicab shall forthwith deliver the same to the company's main office and into the hands of the management in charge thereof, and receive from such manager a receipt for same unless such package or article shall be sooner delivered to the owner thereof on the order of such owner.

Sec. 16-471. Tobacco, liquor and drugs.

No taxicab driver shall drive such taxicab while under the influence of liquor or any narcotic drug, nor shall such driver drink any intoxicating liquor whatsoever while on duty, whether or not passengers are in the taxicab of which he is in charge. No driver shall use tobacco in any form while patrons are in the cab.

Sec. 16-472. License fees.

All license fees required ~~by this article~~ shall be as established periodically by the city council through either motion or resolution. If a license application is rejected, a portion of the fee paid, as determined by the city clerk, shall be retained by the city to cover processing costs.

Sec. 16-473. Severability.

Sections of this article shall be deemed severable and should any section, clause, or provision of this article be declared to be invalid, the same shall not affect the validity of the ordinance [from which this article is derived] as a whole or any part thereof other than the part so declared to be invalid.

Sec. 16-474. Saving clause.

The amendment or repeal by this article of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this article or prosecutions based upon actions taken by any person prior to the effective date of this article. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this article.

Sec. 16-475. Conflict.

Except as otherwise expressly provided, the provisions of this article shall control in the event of any inconsistency or conflict between this article and any other provision of any other ordinance of the city.

Sec. 16-476. Penalties.

Any violation of the provisions of this article is, upon conviction, punishable as provided in section 1-18 of this Code.

Secs. 16-477—16-490. Reserved.

ARTICLE XVII. USED CAR DEALERS

Sec. 16-491. Definitions.

The following definitions shall apply in the interpretation of this article unless the context clearly indicates otherwise:

Commercial district, M-2 and M-3 shall mean the corresponding districts established by chapter 28 of this Code.

Established place of business means premises actually and continuously occupied by a used motor vehicle dealer in the transaction of his business.

Junker means any motor vehicle which has been disassembled, dismantled or damaged to the extent that it cannot operate under its own power and which requires major repairs or the installation of major parts to render it operable.

Junkyard means premises where junkers are stored or displayed or parts thereof disassembled, dismantled or removed.

Used motor vehicle means every self-propelled vehicle which has been sold, bargained, exchanged, given away or title transferred from the person who first obtained an official certificate of title.

Used motor vehicle dealer means every person engaged in the business of selling, or disposing of, used vehicles. Such term shall include persons who sell, offer for sale, or dispose of, used vehicles, title to which is in another person.

Sec. 16-492. License required.

No person shall engage in the business of used motor vehicle dealer in the city without first having secured a license therefor.

Sec. 16-493. Application for license.

Application for license as a used motor vehicle dealer shall be made by the owner, partner or officer of the license applicant and shall contain:

- (1) The full name, age, and residence of the dealer, indicating his or its individual, partnership or corporate status.
- (2) The site or sites upon which such business is to be conducted, and whether it is to be an established place of business.
- (3) The length of time such dealer has been in business as a used motor vehicle dealer continuously prior to the application.
- (4) The date and number of license from the secretary of state, authorizing the conduct of a business in used motor vehicles and sales tax license number. No license shall be issued to any person not currently licensed by the secretary of state under Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended, or who does not possess a sales tax license issued by the state department of revenue.
- (5) The application shall state whether or not the applicant, in addition to the conducting of a used motor vehicle business, proposes to engage in the conducting of any other type of business on the premises for which a license is sought; and it shall particularly state whether or not the applicant proposes to operate a public garage, as such term is defined in chapter 28, and whether he proposes to store or display junkers or operate a junkyard, as those terms are defined herein and in chapter 28

Sec. 16-494. Reference to ~~building inspector~~ zoning administrator or his designee ~~chief building official or his designee.~~

The city clerk shall submit the application for a license under this article to the zoning administrator ~~chief building official or his designee~~ ~~building inspector~~, who shall determine whether or not the premises upon which it is proposed to conduct such business is in a use district as provided for in chapter 28, where such business, or businesses, may be lawfully conducted. The zoning administrator ~~chief building official or his designee~~ ~~building inspector~~ shall designee shall endorse his determination upon such application and return the same to the city clerk. In appropriate cases, the appellate jurisdiction of the zoning board of appeals may be invoked. If the applicant possesses the qualifications required by this article, and the premises upon which he proposes to conduct his business is in a proper use district as indicated by the determination of the building inspector (or, in case of appeal, decision of the zoning board of appeals), the city clerk shall forthwith issue a license to the applicant; provided, however, that such license shall not be issued where, by the terms of chapter 28, prior approval is required by the zoning board of appeals, until such prior approval is given.

Sec. 16-495. Established place of business.

No license shall be granted to any person who does not have at the time of application an established place of business, or unless he furnishes satisfactory evidence to the city clerk that, if a license is issued, such established place of business is immediately procurable.

Sec. 16-496. Records.

Every used motor vehicle dealer shall maintain the records required by Section 251 of Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended, which records shall be open to inspection by any police officer of the city during reasonable business hours.

Sec. 16-497. Maintenance of place of business.

All sites for which a license shall have been granted under the provisions of this chapter shall be maintained in a neat, clean and orderly manner. Chapter 28 of this Code, as the same now exists, or as hereafter amended or supplemented, establishing minimum setback, side-yard and rear-yard requirements, shall apply to the parking or display of used motor vehicles on open premises. No motor vehicle, trailer, semitrailer, trailer coach or any other type of vehicle shall be parked in such a manner, or in such a place as to prevent free and unobstructed vision to motorists driving from adjacent streets, alleys or private driveways onto intersecting streets.

Sec. 16-498. Display of unsafe motor vehicles.

It shall be a violation of this article for any person to display or expose for sale any used motor vehicle which is in such state of disrepair, in such mechanical condition, or without required equipment, as to be unsafe for operation on the public highways, or which would constitute a violation of this Code or state law if the same were operated upon a public highway. The presence of such a motor vehicle upon the premises, unless the same is being held for the purpose of repair, shall be deemed prima facie display or exposure for the purpose of sale.

Sec. 16-499. Other Code provisions.

The conducting of a used motor vehicle business shall be subject to all pertinent provisions of chapter 28 of this Code, and of such other provisions of this Code as may be applicable by reason of the licensee engaging in any subsidiary or appurtenant activities. The repair or servicing of motor vehicles, except as to minor repairs strictly incidental to the operation of a used motor vehicle business, shall be considered as the operation of a public garage, as the same is defined in chapter 28 and subject to the limitations thereof.

Sec. 16-500. Registration and title transfer.

When a used motor vehicle dealer holds a used motor vehicle for resale and operates the same only for purposes incident to resale and displays thereon the registration plates issued for such vehicle or when a used motor vehicle dealer does not drive such vehicle or permit it to be driven upon the highways, except for demonstration purposes incident to a resale, the dealer shall not be required to obtain transfer of registration of such vehicle or forward the certificate of title to the department but such dealer shall retain and have in his immediate possession at all times such assigned certificate of title and upon transferring his title or interest to another person shall execute and acknowledge an assignment and warranty of title upon the certificate of title and deliver the same to the person to whom such transfer is made.

Sec. 16-501. Insurance.

Each used motor vehicle dealer shall carry public liability and property damage insurance in an amount of at least twenty thousand dollars (\$20,000.00) for injury or death of one (1) person in any one (1) accident, forty thousand dollars (\$40,000.00) for injury or death of two (2) or more persons in any one (1) accident, and ten thousand dollars (\$10,000.00) property damage insurance upon each automobile operated by him upon streets of the city and shall file with the application a proper certificate issued by an insurance company authorized to do business in the state indicating that the dealer is insured against such risks.

Sec. 16-502. Repossession.

Every used motor vehicle dealer who shall repossess a used motor vehicle from a purchaser who has defaulted on a motor vehicle retail installment sales contract without the knowledge and consent of such purchaser shall forthwith report the fact of such repossession to the [director of police and fire services \(or designee\)](#). ~~chief of police.~~

Sec. 16-503. Revocation of licenses.

Any license issued under the terms of this article may be suspended or revoked as prescribed in article I of this chapter, or for any of the following reasons:

- (1) The conducting of any business subsidiary or appurtenant to the used motor vehicle business in violation of chapter 28 or any other applicable provision of this Code.
- (2) Where the licensee is a corporation or partnership, any stockholder, officer, director or partner of the licensee has been guilty of any act or omission which would be cause for suspending or revoking a license issued to such stockholder, officer, director or partner as an individual.
- (3) Revocation by the secretary of state of the dealer's license issued by the secretary of state.

Secs. 16-504—16-509. Reserved.

* * *

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson has experienced an increase in the costs associated with the licensing of certain businesses, trades, and occupations, and a decrease in costs with others; and

WHEREAS, the City of Jackson wishes to establish fees for certain licenses by Resolution rather than by Ordinance to allow for flexibility in the establishment of license fees; and

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson establishes the following license fees and insurance requirements for licenses as prescribed in the following entries of this Resolution:

- Arcade owner’s or coin operated amusement device license200.00
- Auction:
 - Annual License Fee50.00
 - Inventory fee (required each time an inventory List is filed for an auction sale)25.00
- Bicycles (See Uniform Traffic Code)
- Building contractors:
 - Annual state residential builder or residential maintenance and alteration contractor license registration fee15.00
- Carnivals, amusement rides and other shows300.00
- Concessionaires.....190.00
- Dances:
 - Public dance hall, one (1) year.....100.00
 - Dance license, public dance hall, and Special dance license, per day15.00
- Donation boxes175.00
- Garage or yard sales.....5.00
- Heating contractors:
 - Annual state license registration fee15.00
- Junk, scrap, and automobile salvage dealer:
 - Annual fee250.00
- Outdoor sales and displays.....100.00
- Pawnbroker:
 - Annual fee250.00
- Peddlers215.00
- Plumbers (see Chapter 5 of the Jackson Code of Ordinances).
- Refuse collection licenses, per vehicle utilized or to be utilized in businessby resolution per Section 12.4.1
- Sidewalk cafes85.00

- Special events (circuses, festivals, fairs, events, bazaars or other specially scheduled activity).....345.00
- Taxicab:
 - Each taxicab, annual fee50.00
 - Insurance:
 - Personal injury (one (1) or more persons)50,000.00/100,000.00
 - Property damage (one (1) accident)\$10,000.00
 - Taxicab driver, annual fee.....20.00
- Temporary outdoor sales175.00
- Transient merchant indoor sales335.00
- Transient merchant outdoor sales335.00
- Used motor vehicle dealer:
 - annual fee200.00

State of Michigan)
 County of Jackson) ss
 City of Jackson)

I, Andrew J. Wrozek Jr., City Treasurer/Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the ____ day of _____, 2013.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ____ day of _____, 2013.

_____City Treasurer/Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson has experienced an increase in the costs associated with the licensing of certain businesses, trades, and occupations, and a decrease in costs with others; and

WHEREAS, the City of Jackson wishes to establish fees for certain licenses by Resolution rather than by Ordinance to allow for flexibility in the establishment of license fees; and

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson establishes the following license fees [and insurance requirements](#) for licenses as prescribed in the following entries of this Resolution:

- ~~Antique Dealer:~~
 - ~~As principal business, annual fee~~41.00
 - ~~As incidental business, annual fee~~21.00
 - ~~Arcade owner's license~~288.00
- Arcade owner's [or coin operated amusement device](#) license .288**200.00**
- Auction:
 - Annual License Fee50.00
 - Inventory fee (required each time an inventory List is filed for an auction sale)25.00
- Bicycles (See Uniform Traffic Code)
- ~~Bowling Alleys:~~
 - ~~Annual Fee~~41.00
 - ~~Plus each alley, annual fee~~8.00
- Building contractors:
 - Annual state residential builder or residential maintenance and alteration contractor license registration fee15.00
- ~~Buses:~~
 - ~~Annual fee, each bus per seat (rated capacity)~~3.00
 - ~~Maximum annual fee per bus~~52.00
 - ~~Bond (each bus):~~
 - ~~Personal injury (two (2) or more persons)~~25,000.00
 - ~~Personal injury (one (1) person)~~10,000.00
 - ~~Property damage (one (1) accident)~~10,000.00
 - ~~Bus driver, annual fee~~5.00
- [Carnivals, amusement rides and other shows](#)**300.00**
- ~~Coin operated amusement devices~~500.00
- Vendor's license:
 - ~~First device~~1,150.00
 - ~~Each additional device~~6.00
 - ~~Owner's license, each device~~58.00

•	Coin-operated music devices:	
	Vendor's license:	
	First device	575.00
	Each additional device	6.00
	Owner's license, each device	58.00
•	Coin-operated music devices:	
	Vendor's license:	
	First device	575.00
	Each additional device	6.00
	Owner's license, each device	58.00
•	Convalescent home:	
	Annual fee	37.00
	Plus, for each room over ten (10)	3.00
•	<u>Concessionaires</u>	<u>190.00</u>
•	Dances:	
	Public dance hall, one (1) year.....	115 <u>100.00</u>
	Dance license, public dance hall, and	
	Special dance license, per day	8 <u>15.00</u>
•	<u>Donation boxes</u>	<u>175.00</u>
•	Dry cleaning:	
	Cleaner and outlet, annual fees	41.00
	Outlet store, annual fee	8.00
	Outlet store, assumed name, annual fee	15.00
•	Private collection depot:	
	Annual fee	8.00
	When doing spotting or finishing, annual fee	15.00
	Retail or private outlet, annual fee	8.00
	Self-service laundry or dry cleaner:	
	Annual fee for each machine (including washers and	
	dry cleaning machines)	2.00
	Provided, however, that each such licensee shall pay a	
	minimum annual license fee at each location	35.00
•	Fumigators and exterminators:	
	Fumigation and extermination, annual fee	81.00
	Extermination only, annual fee	58.00
•	Exhibition licenses:	
	Each exhibition	35.00
	Theatrical exhibition, except in licensed theater, per day	35.00
	Special events licenses, each special event (regardless	
	of its number of days.....	by resolution:
•	<u>Garage or yard sales</u>	<u>25.00</u> <u>5.00</u>
•	Garage Sale:	
	Each day, per day	5.00
•	Gasoline stations:	
	Gasoline filling stations and private gasoline stations:	
	Annual fee:	
	First pump	8.00

Additional pump	5.00
Bulk gasoline station:	
Up to 100,000 gallon capacity, annual fee	23.00
100,000 to 150,000 gallon capacity, annual fee	35.00
Over 150,000 gallon capacity, annual fee	46.00
• Heating contractors:	
Annual state license registration fee	15.00
• Hotel:	
Annual fee	41.00
Plus, each room	1.00
• Junk, scrap, and automobile salvage dealer:	
Annual fee	115 <u>250</u> .00
• Laundry or dry cleaner, self-service:	
Annual fee for each machine (including washers and dryers)	2.00
Provided, however, that each such licensee shall pay a minimum annual license fee at each location	35.00
• <u>Outdoor sales and displays</u>	<u>100.00</u>
• Pawnbroker:	
Annual fee	144 <u>250</u> .00
• Photographer, itinerant:	
Per week	81.00
Annual fee	288.00
Bond	1,000.00
• <u>Peddlers</u>	<u>215.00</u>
• Plumbers (see Chapter 5 of the Jackson Code of Ordinances).	
• Poolrooms:	
Annual fee	37.00
Plus, each table, annual fee	8.00
• Refuse collection licenses, per vehicle utilized or to be utilized in business	by resolution per Section 12.4.1
• Rummage sale:	
Each sale, per day	5.00
Building use exclusively for, annual fee	150.00
• Secondhand dealer:	
As principal business, annual fees	50.00
As incidental business, annual fee	50.00
For licensed gasoline station as incidental business, annual fee	8.00
• <u>Sidewalk cafes</u>	<u>85.00</u>
• <u>Special events (circuses, festivals, fairs, events, bazaars or other specially scheduled activity)</u>	<u>345.00</u>
• Taxicab:	
Each taxicab, annual fee	18 <u>50</u> .00
Insurance:	
Personal injury (one (1) or more persons)	50,000.00/100,000.00
Property damage (one (1) accident)	\$10,000.00
Taxicab driver, annual fee	<u>520</u> .00

- Temporary outdoor sales175.00
- Transient merchant indoor sales335.00
- Transient merchant outdoor sales335.00
- ~~Tourist home or cabin:~~
~~Per room or cabin, annual fee~~2.00
- Used motor vehicle dealer:
annual fee81200.00

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrew J. Wrozek Jr., City Treasurer/Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the ____ day of _____, 2013.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ____ day of _____, 2013.

_____ City Treasurer/Clerk



Neighborhood & Economic Operations

Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303 • Facsimile (517) 780-4781

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING July 16, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Jon H. Dowling, P.E., City Engineer

SUBJECT: Recommendation of Bid Award of 2013 Wesley Street Water Main Replacement

RECOMMENDATION: Approval of the bid award of the 2013 Wesley Street Water Main Replacement Contract to Bailey Excavating, Inc., of Jackson, Michigan, in the amount of \$136,045.90, to replace water main on Wesley Street between Francis Street and South Cooper Street, and authorization for the Mayor and City Clerk to execute the appropriate document(s), in accordance with the Purchasing Agent.

On June 25, 2013, bids for the 2013 Wesley Street Water Main Replacement Contract were received and opened. This project will replace 440 feet of 12 inch water main on Wesley Street between Francis Street and South Cooper Street.

The Engineer's estimate for this project is \$138,004.00. Four companies met all qualification requirements and provided bids, as follows:

Company	Cost
Bailey Excavating, Inc., Jackson, MI	\$136,045.90
Jule Swartz & Sons, Jackson, MI	\$140,226.90
RJT Construction Co., Jackson, MI	\$146,834.00
Scarlett Excavating, Inc., Eaton Rapids, MI	\$158,839.00

In concurrence with the Purchasing Agent, it is the recommendation of the Department of Neighborhood and Economic Operations-Engineering to award the 2013 Wesley Street Water Main Replacement Contract to Bailey Excavating, Inc., of Jackson, Michigan, in the amount of \$136,045.90. This will be paid out of Water Main Funds.

If you have any questions, please do not hesitate to contact us.

JHD/sms

C: Troy R. White, P.E., Senior Civil Engineer
Andrew J. Wrozek, Jr., City Treasurer/Clerk
Philip J. Hones, Purchasing Agent

Shelly Allard, Purchasing Coordinator
Lucinda Schultz, Accounting Manager



CITY COUNCIL MEETING

July 16, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Todd Knepper, Department of Public Works *TK*

SUBJECT: Consideration of a request for the second renewal of the spent lime removal contract with Prolime of Washington, Michigan for 2013-2014.

RECOMMENDATION: Authorize the second renewal of the contract with Prolime of Washington, Michigan for spent lime bi-product removal in the amount of \$12.36 per cubic yard for an anticipated total project cost of \$247,200.00, and authorize the Mayor and City Treasurer/Clerk to execute the appropriate documents.

The treatment of the City's drinking water includes the addition of lime in order to soften the water before it is delivered to the customers. The addition of the lime to the process produces a spent lime bi-product that is eventually removed and stored in lagoons at the treatment plant site. Annually, this spent lime bi-product must be removed from the storage lagoons in order to maintain storage capacity. There is approximately 20,000 cubic yards of material removed annually.

The current spent lime removal contract with Prolime was approved on September 27, 2011 and the first contract renewal was approved June 12, 2012. The existing contract allows for annual renewals for up to five (5) years with the agreement of both parties.

In concurrence with the Purchasing Agent, it is recommendation of the Utility Department to renew the contract with Prolime in the amount of \$12.36 per cubic yard, for an anticipated cost of \$247,200.00. The cost of this work is included in the approved 2013-2014 Water Treatment Plant budget.



58610 Van Dyke
Washington, Michigan 48094
586-781-7070
586-781-7078 (Fax)
email@prolime.net

June 27, 2013

Mr. Todd Knepper
Water Superintendent
CITY OF JACKSON
161 West Michigan Ave.
Jackson, MI 49201

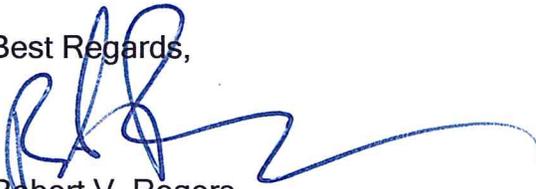
RE: Renewal of Contract for Water Treatment Spent Lime Removal

Dear Mr. Knepper:

As we are approaching completion of year two of the contract to remove Spent Lime from the Utility Department Lagoons, please be advised that Prolime Corporation is requesting renewal of the contract for the period July 1, 2013 - June 30, 2014.

It has been a pleasure working with the City of Jackson and upon your agreement to renew the present contract we look forward to providing the City with the best service possible. If you have any questions or should require further information, please feel free to contact our office.

Best Regards,



Robert V. Rogers
CEO



CITY COUNCIL MEETING
July 16, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Todd Knepper, Department of Public Works *TK*

SUBJECT: Consideration of a request to approve the purchase of one (1) new brush chipper from Morbark, Inc. of Winn, Michigan in the amount of \$31,424.40.

RECOMMENDATION:

To approve the purchase of one (1) new brush chipper from Morbark, Inc. of Winn, Michigan in the amount of \$31,424.40 for use by the Department of Public Works.

On May 9, 2013, the City of Jackson Purchasing Department accepted five sealed bids for a brush chipper to be utilized in the Department of Public Works. On May 28, 2013, subsequent approval was granted by City Council for the purchase from Morbark, Inc. of Winn, Michigan. The recently approved 2013-2014 City of Jackson fiscal year budget includes a second brush chipper, and Morbark, Inc. has agreed to hold the same bid cost of \$31,424.00. This second chipper would replace an existing brush chipper that has been in service for 22 years.

This purchase is included in the approved 2013-2014 Department of Public Works budget line item 661-454-000-982.000.

BIDDERS:

See Instructions to Bidders attached

City Department: DPW

Opening Date: 10:00 AM, Thursday, May 9, 2013

Subject: Rebid of a Pull Behind
Brush Chipper

RETURN TO: Purchasing Department
10th Floor, City Hall
161 West Michigan Avenue
Jackson, Michigan 49201

MARK ENVELOPE: Rebid of a Pull Behind Brush Chipper

Proposal: We propose to furnish all materials, equipment or tools required in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document and its attachments will constitute the contract if accepted by the City.

	LUMP SUM BID
Lump sum bid for Pull Behind Brush Chipper	\$31,424.40

We propose to deliver the (Brand & Model) Morbark Beaver ML2D

no later than (Delivery Date) 35 Days ARO

All freight and delivery charges must be included in bid.

I hereby state that all of the information I have provided is true, accurate, and complete and that I agree to be bound by the terms and conditions. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Jackson. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Jackson that would tend to destroy or hinder free competition. All work and materials shall be guaranteed for a minimum of one year.

I hereby state that I have read, understand and agree to be bound by all terms of this bid document.

Bidders Name:	Morbark, Inc
Address:	8507 S. Winn Road
City, State, Zip:	Winn, MI 48896
Telephone:	(989) 866-2381
Fax:	(989) 866-2280
Email Address:	wayne.watts@morbark.com
Federal ID Number:	38-2805772
Bid Signed By:	Wayne Watts Print or Type
Title:	Governmental Support Rep.



CITY COUNCIL MEETING
July 16, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Todd Knepper, Department of Public Works BK

SUBJECT: Consideration of a request to approve the purchase of two (2) vehicles for the Department of Public Works.

RECOMMENDATION: To purchase two (2) 2012, International dump trucks from Tri County International through the State of Michigan MiDeal contract number 071B9200317 in the amount of \$157,530.00.

The Department of Public Works requests Council approval to purchase two (2) International Dump Trucks from Tri County International, Dearborn, Michigan through the State of Michigan MiDeal Contract in the amount of \$157,530.00.

This contract is for the Cab and Chassis for two (2) five (5) yard dump trucks. Each truck costs \$78,750.00 and the total for two (2) trucks, including license fees, is \$157,530.00. This price includes the basic frame for the truck, cab, engine, transmission, frame, front and rear axles.

The new five (5) yard trucks will replace trucks 445 and 446 which are both 1997 model year Internationals. Both are becoming increasing cost prohibitive to repair on a regular basis. Consequently, the expense to maintain these vehicles has exceeded \$20,000 over the last 3 years. Both trucks lack sufficient power capability, continually demonstrate hydraulic system problem, are severely damaged by oxidation (rust), and need a new dump boxes.

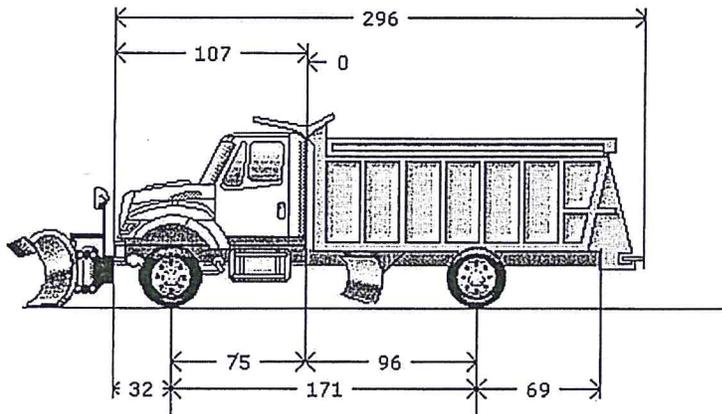
This expense was approved and included as part of the 2013-2014 fiscal year motor pool budget.

Prepared For:
City Of Jackson DPW
Chuck Parks
521 Water St.
Jackson, MI 49203-1961
(517)788 - 1000
Reference ID: N/A

Presented By:
TRI COUNTY INTL TRUCKS
Jeremy Kast
5701 WYOMING St.
DEARBORN MI 48126 -
(313)584-7090

MiDEAL Specification 3958-0160D. Pricing Updated to 2014 MY and Includes all Navistar-mandated Materials and Transportation Surcharges in effect as of this date. Additional future Materials and Transportation Surcharges may also be applicable in the future.

PAYMENT: Payment for the chassis is due upon delivery of the chassis to the end-user-customer or the chosen bodybuilder, whichever comes first.



Model Profile
2014 7400 SFA 4X2 (SA525)

APPLICATION:	Front Plow and Underbelly Scraper with Spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 36220 Calc. Start / Grade Ability: 34.30% / 3.01% @ 55 MPH Calc. Geared Speed: 72.7 MPH
FUEL ECONOMY:	8.28 MPG @ 55 MPH
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 69.00
ENGINE, DIESEL:	{MaxxForte DT} EPA 10, 300 HP @ 2200 RPM, 860 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.38
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply
TIRE, REAR:	(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SA52500	Base Chassis, Model 7400 SFA 4X2 with 171.00 Wheelbase, 96.00 CA, and 69.00 Axle to Frame.	6777/3995	10772
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	8/184	192
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL	328/516	844
1LLK	BUMPER, FRONT Omit Item	-93/17	-76
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, With Outer "C" Channel Reinforcement	165/-19	146
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	95/0	95
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 16,000-lb Capacity; Less Shock Absorbers	235/1	236
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
	<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.		
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	0/0	0
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank		
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater	11/7	18
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab		
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn	0/0	0
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	0/0	0
	<u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.		
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	0/0	0
4VCL	AIR TANK LOCATION (2): Two Mounted 25" Back of Cab, Outside Right Rail, with 24" Ground Clearance	0/0	0
5708	STEERING COLUMN Tilting	10/0	10
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power	119/0	119
7BEJ	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	6/-19	-13
	<u>Includes</u> : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish		
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
7WCM	EXHAUST HEIGHT 8' 10"	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u> : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8540	HORN, ELECTRIC (2)	2/0	2
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	1/0	1
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MKX	BATTERY SYSTEM {International} Maintenance-Free (3) 12-Volt 2775CCA Total	48/15	63
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input	2/0	2
	<u>Includes</u> : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior : SPEAKERS IN CAB (4) Coaxial with Premium Interior		
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8WAD	BATTERY DISCONNECT SWITCH {Joseph Pollak} Lever Operated	1/0	1
	<u>Includes</u> : BATTERY DISCONNECT SWITCH Mounted to Outside of Battery Box		
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
8WEL	BATTERY BOX Steel, With Fiberglass Cover; Mounted 26" BOC, Left Side Perpendicular to Frame Rail	1/0	1
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	1/0	1
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
9HBM	GRILLE Stationary, Chrome	0/0	0
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GM"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
10WPK	GROUND CLEARANCE IDENTITY For 24" Ground Clearance.	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-63/-12	-75
12959	BLOCK HEATER, ENGINE (Phillips) 120 Volt/1250 Watt	2/0	2
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12NUT	ENGINE, DIESEL {MaxxForce DT} EPA 10, 300 HP @ 2200 RPM, 860 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed	0/0	0
	<u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES		
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	9/0	9
	<u>Includes</u> : FAN Nylon		
12UAR	RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and 342 SqIn Low Temperature Radiator and With Transmission Oil Cooler	-7/2	-5
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12UXG	FEDERAL EMISSIONS for 2010; MaxxForce DT Engines	0/0	0
12VBC	AIR CLEANER Single Element	0/0	0
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13AJK	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. <u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan	156/78	234
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYJ	SHIFT CONTROL PARAMETERS Allison Economy Programming in Primary and Allison Performance Programming in Secondary	0/0	0
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 5.38 <u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance	0/241	241
14VAJ	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	0/115	115
15SCZ	FUEL TANK Top Draw; Rectangular, Non Polished Aluminum, 60 U.S. Gal., 227 L; 11" Tank Depth, Mounted Left Side Under Cab	-50/-25	-75
16030	CAB Conventional <u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	0/0	0
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	27/12	39
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type		
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	55/25	80
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type		
16SDL	MIRRORS (2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms	0/0	0
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	40/7	47
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A		
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WJU	WINDOW, POWER (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WKY	HVAC FRESH AIR FILTER	0/0	0
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16WRX	CAB INTERIOR TRIM Deluxe	0/0	0
	<u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
27DRN	WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs <u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5	0/0	0
28DRN	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs <u>Includes</u> : PAINT IDENTITY, REAR WHEELS White <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5	0/12	12
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, With Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	0/0	0
60AJK	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
7382135419	(2) TIRE, FRONT 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply	20/0	20
7382135423	(4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply	0/60	60
	Total Component Weight:	7923/5215	13138
	Safety Kit and 5LB Fire Extinguisher.	0/0	0
	1% MIDEAL Fee Paidf to the State of MI under MIDEAL Purchasing Plan Requirements	0/0	0
	Total Goods Purchased:	0/0	0

INTERNATIONAL®

Vehicle Specifications
2014 7400 SFA 4X2 (SA525)

June 17, 2013

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$109,745.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$109,745.00
Total Goods Purchased:		\$940.00
Document Fee	\$190.00	
Total Preparation And Delivery:		\$190.00
Freight	\$1,975.00	
Total Freight:		\$1,975.00
Total Factory List Price Including Freight:		\$112,850.00
Less Customer Allowance:		(\$34,100.00)
Total Vehicle Price:		\$78,750.00
Total Sale Price:		\$78,750.00
Total Per Vehicle Sales Price:		\$78,750.00
Total For 2 Vehicle Sales:		\$157,500.00
Total Net Sales Excluding Taxes:		\$157,500.00
Michigan Title Fee	\$30.00	
Total License, Title:		\$30.00
Net Sales Price:		\$157,530.00

My signature below indicates that I accept the specifications contained herein as written and that I am able approve said specifications for order. Please include proposal number on all correspondence and purchase orders.

PLEASE NOTE: This proposal contains in its entirety our offer to to you for this purchase at the given dollar amount. No other offers, spec additions, warranties or other additional items are made or implied. Other additional desired items may be available at additional cost; contact your local dealer for further details.

Approved by Seller:

Accepted by Purchaser:

S. Bergman

 Official Title and Date

[Signature]

 Authorized Signature

 Firm or Business Name

 Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



CITY COUNCIL MEETING
July 16, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Todd Knepper, Department of Public Works *BK*

SUBJECT: Consideration of a request to purchase of two (2) specialty truck packages for the Department of Public Works.

RECOMMENDATION:

To purchase two (2) 2012 specialty truck packages from Truck & Trailer Specialties through the State of Michigan MiDeal contract number 071B9200317 in the amount of \$95,278.00.

The Department of Public Works requests City Council Approval to purchase two (2) specialty truck packages for two (2) trucks from Truck & Trailer Specialties of Dutton, Michigan, through the State of Michigan MiDeal Contract in the amount of \$95,278.00. These packages would complete the cab and chassis purchase from Tri County International.

One five (5) yard truck will be a standard buildup package in the amount of \$45,201.00. This includes a standard five (5) yard stainless steel dump body, underbody scraper, front plow hitch, hydraulic system, tarp system, and emergency lighting package.

The second five (5) yard truck will be outfitted similarly, but will also include new salt spreading equipment. Including the hydraulic system, underbody scraper, emergency lighting, tarp system and front plow hitch, this package totals \$50,077.00.

This expense was approved a part of the 2013-2014 fiscal year motor pool budget.

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

June 18, 2013

City of Jackson
521 Water Street
Jackson, MI 49203

Attn: Chuck Parks and Greg Lucas

Equipment Quotation: Stainless steel Dump Body, Scraper, front hitch, and Hydraulic System No salt circuit.

Pricing subject to MIDEAL Contract No. 071B9200317

Chassis info: International Model 7400 SFA 4X2 with 171.00 Wheelbase, 96.00 CA, and 69.00 Axle to Frame. 102" CA may be required for 11 ft. scraper.

Install Crysteel 10 ft Select tipper dump body including the following

10ft body length, 96" outside width, 84" inside width

Side height will be 30" height low profile

40" front and 36" tailgate.

Dump body sides and front shall be constructed of 7 ga. 201 stainless steel.

Construction of the sides shall include a boxed top rail

Side includes horizontal sides bracing.

Body will include full depth front and rear corner posts.

Rear posts to have 3 hole light cutouts,

Rear tailgate will be 6 panel design constructed of 7 ga 201 stainless steel

Tailgate will be air operated

Body understructure shall be Western tubular trapezoidal constructed of ¼"

A1011 steel on both inner and outer body longitudinals

Floor of the dump box shall be constructed of ¼" AR400 steel with a 6" radius.

1/2 cab shield constructed of 10 ga 201 stainless steel with formed angular upright supports and continuously weld to front of the dump body

Proximity switch for body up light

Step and grab handle rear of the dump body above rear tire both sides

Mud flaps installed in front of and behind drive tires

One shovel holder on driver's side of dump body

Stainless steel will be unpainted

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Crysteel RC 750 hoist including the following

Hoist is NTEA class 50 and be of Roller Combo design.

Hoist is a Type VII type underbody

Hoist includes grease line extensions with a grease manifold mounted in the sub frame of the hoist for lubricating the hoist when it is in the down position

Hoist and Dump body include a 3 year 100% parts and labor warranty with additional 2 years 50% parts and labor

Install Monroe model MS4511 underbody scraper including the following

¾" solid mounting plates

Grease line manifold kit to all grease fittings on the scraper

Replaceable trunnion mounts

Piloted centerbolt

Cushion valve for power reverse protection

JT-50 relief valve to limit scraper down pressure

Twin 3.5" x 10" actuating cylinders with nitrated rods

Twin 4" x 12" power reverse cylinders with nitrated rods

1" x 1 piece circle

1' x 20" x 11' moldboard

Curb guard on right end of the moldboard

Driver's step on left end of moldboard

Install Central Hydraulic System including the following

Hot shift PTO with wet splined shaft coupler for Allison Automatic transmission.

Direct mount Rexroth A10V060 pump

35 gal. behind cab slim line hydraulic tank constructed of 7 ga steel

Inverted angle mounting bracket

Tank mounted Zinga type filter

Filter bypass gauge mounted at the filter head

Suction strainer mounted in the tank

Low oil sensor mounted in the tank with indicator light in heads up display

Rexroth M4-12 closed center air control hydraulic valve with the following sections

Scraper up/down

Scraper swing

Dump box with 500 PSI A port pressure limit

Front plow up/down

Front Plow angle

Stainless steel valve enclosure

Single axis Apsco air controls is as follows starting at the driver

Scraper up/down- forward is down

Scraper swing- forward is windrow right

Plow up down-forward is down

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Plow swing-forward is windrow right

Detented Hoist- forward is down

Ball valve shut on hydraulic tank for case drain and suction ports

AW32 hydraulic oil

All necessary hoses and fittings

Stainless steel hydraulic couplers for front plow power reverse circuit with dust caps and plugs.

Install Lighting including the following;

OEM chassis switches will be wired to emergency lighting, scraper light, spreader light, and tailgate open/close.

Headsup display installed on dash with indicators for PTO, low oil shutdown, body up light, and tailgate open light.

Control console will include switched for PTO on/off and override switch, and tarp switch.

Scraper light mounted at right side

Sound Off Predator warning lights mounted on cab shield- two on the front, and one on each side

Sound off Stop/ Turn & Tail LED lights mounted in middle cut out

2 oval incandescent back up lights mounted in lower cut out

2 sound off LED oval amber flashers mounted in top cut out

Betts junction box mounted at the rear of the dump body

Back up alarm

LED marker light kit for dump body

Truck light plow lights with aluminum mounting brackets

Install Roll Rite Electrical tarp system including the following

Direct drive motor/gear box assembly

Aluminum wind deflector

Aluminum tarp and tension bows

3 spring tarp arms

Mesh tarp cover

Install Monroe 29" Husting Hitch type front plow hitch including the following

3" x 10" DA cylinder with Stainless steel Quick Couplers

Channel front bumper with tapered back ends

Plow cushion valve mounted on bumper

All necessary supports and brackets

Install rear Hitch including the following:

¾" mounting plate, heavy duty "D" rings, Pintle/ball combination and

7 way RV plug

Installed and painted \$45,201.00

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Warranty is 1 year parts and labor on all equipment components. Dump body and hoist is standard Crysteel 5 year warranty

Lead time for equipment and installation will be approx. 90- 140 days from date of order.

Submitted by Tom Giles/Dan Bouwman
06/18/13

Chassis requirements

- 6 pack of switches
- Front frame extension
- Stationary Grill
- 24" ground clearance package
- Fuel tank mounted under the drivers door
- Horizontal DPF mounted under the curbside door with a vertical tailpipe
- Plow light/Headlight switch and related OEM wiring
- Delete OEM front bumper

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

June 18, 2013

City of Jackson
521 Water Street
Jackson, MI 49203

Attn: Chuck Parks and Greg Lucas

Equipment Quotation: Dump Body, Scraper, front hitch, and Hydraulic System with salter circuit.

Pricing subject to MIDEAL Contract No. 071B9200317

Chassis info: International Model 7400 SFA 4X2 with 171.00 Wheelbase, 96.00 CA, and 69.00 Axle to Frame. 102" CA may be required for 11 ft. scraper.

Install Crysteel 10 ft Select tipper dump body including the following

10ft body length, 96" outside width, 84" inside width

Side height will be 30" height low profile

40" front and 36" tailgate.

Dump body sides and front shall be constructed of 7 ga 201 satainless steel.

Construction of the sides shall include a boxed top rail

Side includes horizontal sides bracing.

Body will include full depth front and rear corner posts.

Rear posts to have 3 hole light cutouts,

Rear tailgate will be 6 panel design constructed of 7 ga 201 stainless steel

Tailgate will be air operated

Body understructure shall be Western tubular trapezoidal constructed of ¼"

A1011 steel on both inner and outer body longitudinals

Floor of the dump box shall be constructed of ¼" AR400 steel with a 6" radius.

½ cab shield constructed of 10 ga 201 stainless steel with formed angular upright supports and continuously weld to front of the dump body

Proximity switch for body up light

Step and grab handle rear of the dump body above rear tire both sides

Mud flaps installed in front of and behind drive tires

One shovel holder on driver's side of dump body

Sandblast and paint dump body to match the cab.

Crysteel RC 750 hoist including the following

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Hoist is NTEA class 50 and be of Roller Combo design.

Hoist is a Type VII type underbody

Hoist includes grease line extensions with a grease manifold mounted in the sub frame of the hoist for lubricating the hoist when it is in the down position

Hoist and Dump body include a 3 year 100% parts and labor warranty with additional 2 years 50% parts and labor

Install Monroe model MS4511 underbody scraper including the following

¾" solid mounting plates

Grease line manifold kit to all grease fittings on the scraper

Replaceable trunnion mounts

Piloted centerbolt

Cushion valve for power reverse protection

JT-50 relief valve to limit scraper down pressure

Twin 3.5" x 10" actuating cylinders with nitrated rods

Twin 4" x 12" power reverse cylinders with nitrated rods

1" x 1 piece circle

1' x 20" x 11' moldboard

Curb guard on right end of the moldboard

Driver's step on left end of moldboard

Install Central Hydraulic System including the following

Hot shift PTO with wet splined shaft coupler for Allison Automatic transmission.

Direct mount Rexroth A10V060 pump

35 gal. behind cab slim line hydraulic tank constructed of 7 ga steel

Inverted angle mounting bracket

Tank mounted Zinga type filter

Filter bypass gauge mounted at the filter head

Suction strainer mounted in the tank

Low oil sensor mounted in the tank with indicator light in heads up display

Rexroth M4-12 closed center air control hydraulic valve with the following sections

Scraper up/down

Scraper swing

Dump box with 500 PSI A port pressure limit

Front plow up/down

Front Plow angle

12 volt PWM valve for spreader conveyor

12 volt PWM valve for spreader spinner

12 volt PWM valve for pre-wet system

Stainless steel valve enclosure

Single axis Apsco air controls is as follows starting at the driver

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Scraper up/down- forward is down
Scraper swing- forward is windrow right
Plow up down-forward is down
Plow swing-forward is windrow right
Detented Hoist- forward is down

Rexroth CS 430 Electric spreader control mounted between the seats on a console

Ball valve shut on hydraulic tank for case drain and suction ports

AW32 hydraulic oil

Stainless steel tubing to rear for salt spreader

All necessary hoses and fittings

Stainless steel hydraulic couplers for spreader and front plow circuits with dust caps and plugs.

Install Lighting including the following;

OEM chassis switches will be wired to emergency lighting, scraper light, spreader light, and tailgate open/close.

Headsup display installed on dash with indicators for PTO, low oil shutdown, body up light, and tailgate open light.

Control console will include switched for PTO on/off and override switch, and tarp switch.

Scraper light mounted at right side

Spreader light mounted on left side of dump body

4 Sound Off Predator warning lights mounted on cab shield-2 on the front, and one on each side.

Sound off Stop/ Turn & Tail LED lights mounted in middle cut out

2 oval incandescent back up lights mounted in lower cut out

2 sound off LED oval amber flashers mounted in top cut out

Betts junction box mounted at the rear of the dump body

Back up alarm

LED marker light kit for dump body

Truck light plow lights with aluminum mounting brackets

Install Roll Rite Electrical tarp system including the following

Direct drive motor/gear box assembly

Aluminum wind deflector

Aluminum tarp and tension bows

3 spring tarp arms

Mesh type tarp cover

Install Monroe 29" Husting Hitch type front plow hitch including the following

3" x 10" DA cylinder with Stainless steel Quick Couplers

Channel front bumper with tapered back ends

Plow cushion valve mounted on bumper

All necessary supports and brackets

Truck & Trailer Specialties
6726 Hanna Lake
Dutton, Mi. 49316
Phone 616-698-8215, Fax 616-698-0972

Install rear Hitch including the following:

¾" mounting plate, heavy duty "D" rings, Pintle/ball combination and
7 way RV plug

Installed and painted \$50,077.00

**Warranty is 1 year parts and labor on all equipment components. Dump body
and hoist is standard Crysteel 5 year warranty**

Lead time for equipment and installation will be approx. 90- 140 days from date of
order.

Submitted by Tom Giles/Dan Bouwman

06/18/13

Chassis requirements:

6 pack of switches

Front frame extension

Stationary Grill

24" ground clearance package

Fuel tank mounted under the drivers door

Horizontal DPF mounted under the curbside door with a vertical tailpipe

Plow light/Headlight switch and related OEM wiring

Delete OEM front bumper



Neighborhood & Economic Operations

Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303 • Facsimile (517) 780-4781

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING July 16, 2013

TO: Honorable Mayor Griffin and City Councilmembers
FROM: Patrick Burtch, City Manager
SUBJECT: First Contract Renewal with Red Cedar Consulting, LLC

RECOMMENDATION:

Approve the first contract renewal with Red Cedar Consulting, LLC, to provide hazardous materials assessments for individual structures on an as-needed basis, in accordance with the contract signed June 25, 2012.

At its June 12, 2012 regular meeting, City Council awarded a hazardous materials assessment contract with the low bidder, Red Cedar Consulting, LLC. The contract allows for two (2) one-year renewals at no increase in cost, with approval from both parties. The current pricing structure is as follows:

Square Footage (per Assessor records)	Per Inspection Price
Structure under 1,100 square feet	\$300.00
Structure 1,100 to 1,800 square feet	310.00
Structure 1,800 to 2,500 square feet	325.00
Sewer, Rem, less than 24 inches.....	350.00

Chapter 5, Section 5.3 Demolition of Structures, includes the requirement to conduct a hazardous materials assessment in accordance with state and federal regulations and specifies the need to properly abate hazardous materials before demolition can occur. The hazardous materials assessments identify the presence and locations of hazardous materials (i.e., asbestos, mercury, PCB, etc.), confirmed through testing by an accredited laboratory. An assessment report is submitted to the City which is suitable for soliciting hazardous materials abatement services and is included in demolition specifications. A hazardous materials assessment is required to be completed before contractors are invited to offer bids for abatement and demolition undertakings.

Department of Neighborhood & Economic Operations staff has expressed their satisfaction with the work performed by Red Cedar Consulting, LLC, and recommend approval of the first contract renewal at the same cost, which is priced per inspection by square footage.

Frank Donovan

From: Shelly Allard
Sent: Friday, June 28, 2013 9:43 AM
To: Frank Donovan
Subject: FW: Hazardous Materials Contract

From: Aaron Paquet [<mailto:apaquet@redcedarconsulting.net>]
Sent: Monday, April 29, 2013 3:43 PM
To: Shelly Allard
Cc: Frank Donovan; Sheila Prater
Subject: RE: Hazardous Materials Contract

Shelly,

Yes, Red Cedar Consulting would like to extend the contract "Hazardous Materials Assessments For Individual Structures on an as Needed Basis" for an additional year at the Original Contract unit bid prices.

Please let me know if you need anything else.

Aaron J. Paquet
President



P.O. Box 13216
Lansing, MI 48901
Ph: 888.149.4566
Fax: 888.148.8739
Cell: 517.202.6399
apaquet@redcedarconsulting.net

From: Shelly Allard [<mailto:sallard@cityofjackson.org>]
Sent: Tuesday, April 16, 2013 3:10 PM
To: 'apaquet@redcedarconsulting.net'
Cc: Frank Donovan; Sheila Prater
Subject: Hazardous Materials Contract

Good afternoon. Your current contract for the Hazardous Materials Assessments For Individual Structures on an as Needed Basis And Emergency Asbestos Assessment and Abatement Service with the City will expire June 30, 2013. The contract documents included language for two, one year extensions.

Page IB 4 of 4, Item F.

This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall remain at the same unit bid price as the original contract.

I was asked to contact you to see if you are interested in extending the contract for an additional year and the same unit bid prices. Please reply to this email. If you are interested in extending the contract, Neighborhood and Economic Operations would need to take it to City Council and an Extension of Agreement would be sent to you for signature. Please let me know at your earliest convenience. Thank you very much.

Shelly Allard

Purchasing Coordinator
City of Jackson
161 W. Michigan Avenue
Jackson, MI 49201

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Neighborhood & Economic Operations Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303
Phone (517) 788-4060 • Facsimile (866) 971-2151

CITY COUNCIL MEETING JULY 16, 2013

MEMO TO: Honorable Mayor Griffin & City Councilmembers

FROM: Barry Hicks, AICP, Planning Director *BH*

DATE: July 10, 2013

SUBJECT: **Change Order #4 between the City of Jackson and Dore & Associates regarding the date of completion of the contract to demolish the former Consumers Energy Building.**

RECOMMENDATION:

To approve the Change Order, authorize the Mayor to sign same, and to authorize the City Attorney to make minor modifications to the documents and to take all other action necessary for the execution of Change Order #4 (*Staff recommends approval*).

Please find the attached Change Order between the City of Jackson and Dore & Associates to change the completion date of the contract to demolish the former Consumers Energy Building from September 1, 2013, to November 29, 2013. Dore & Associates has provided a change order request summarizing their reasoning for requesting the extension. The Change Order has been reviewed by the City Attorney and staff.

Att': Dore & Associates Request for a Change Order
Change Order #4 (Proposed)

Dore & Associates Contracting, Inc.
900 Harry S. Truman Parkway
Bay City, MI 48707
(989) 684-8358
FAX (989) 684-6663

June 13, 2013

Mr. Barry Hicks, AICP
Planning Director
City of Jackson
161 W. Michigan Avenue
Jackson, MI 49201

Subject: Former Consumers Energy Building Demolition Project
212 W. Michigan Avenue, Jackson, MI 49201

RE: Request for Change Order #4 – Extension to Contract Completion Date

Dear Mr. Hicks:

Please consider this claim as notice pursuant to the Owner/Contractor Contract of our claim for an extension of the Contract completion date:

This claim is based on differing site conditions. A significant amount of unknown asbestos containing materials was discovered and removed at Dore's expense as agreed with the City of Jackson. This unknown site condition of additional unknown asbestos was one that was reasonably unanticipated, based upon our examination of the site and contract documents. It was unknown to Dore at the time of bidding that actual building conditions would be substantially different from those we reasonably expected.

The original contract sum was.....	\$846,600.00
Net Change by previously authorized Change Orders.....	\$1,343,400.00
The Contract Sum prior to this Change Order was.....	\$2,190,000.00
The Contract Sum will be increased by this Change Order in the amount of.....	\$0.00
The new Contract Lump Sum including this Change Order will be.....	\$2,190,000.00
The revised date of completion of this contract is November 29, 2013.	

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that I am duly authorized to certify the claim on behalf of the contractor. We request approval of Change Order #4.

Sincerely,



Jeffrey C. Teagarden
Vice President – Special Projects

CHANGE ORDER

Owner: City of Jackson (“City”)
 Contractor: Dore & Associates Contracting, Inc. (“Dore”)

Project: Former Consumers Energy Building 212 W. Michigan Avenue Jackson, MI 49201	Change Order No.: 4
Contractor: Dore & Associates Contracting, Inc. (Dore) 900 Truman Parkway Bay City, MI 48706	Contract Date: April 1, 2011 Contract for: Asbestos Abatement & Demolition

Purpose of Change Order:

This Change Order is being entered into to allow for more time to complete the Asbestos Abatement and Demolition of 212 W. Michigan Avenue (commonly known as the “Former Consumers Energy Building”). This Change Order shall be part of the contract documents for the project. If there is a conflict between this Change Order and any other contract document, this Change Order shall govern.

The Contract is changed as follows:

The date of completion of this contract will be changed from September 1, 2013, to November 29, 2013.

Not valid unless signed by Owner and Contractor

The original (Contract Sum, Maximum Price) was \$846,600.00

Net change by previously authorized Change Orders..... \$1,343,400.00

The (Contract Sum, Maximum Price) prior to Change Order was \$2,190,000.00

The (Contract Sum, Maximum Price) will be increased by this Change Order
in the amount of \$0.00

The new (Contract Lump Sum, Not to Exceed Maximum Price) including this Change
Order will be \$2,190,000.00

The revised date of completion of this contract is November 29, 2013.

Dore & Associates Contracting, Inc. CONTRACTOR	City of Jackson OWNER
By: _____ Edward Dore	By: _____
Date:	Date:

OFFICE OF THE

Bethany M. Smith
Interim City Attorney

Gilbert W. Carlson
Assistant City Attorney



161 West Michigan Avenue
Jackson, MI 49201
(517) 788-4050
(517) 788-4023
Fax: (866) 971-2117

CITY ATTORNEY

CITY COUNCIL MEETING
July 16, 2013
NEW BUSINESS

TO: Honorable Mayor and City Council

FROM: Bethany M. Smith, Interim City Attorney *AB*

RE: Michigan Municipal League Liability and Property Pool (MML Pool)
Renewal of Insurance Liability Coverage

DATE: July 12, 2013

REQUESTED ACTION: To approve the renewal of insurance coverage with the MML Pool and authorize the Finance Director to pay the Invoice.

Attached please find the proposal from the Michigan Municipal League Liability and Property Pool (MML Pool) for insurance coverage for the City of Jackson for Fiscal Year 2013-14. Also attached is an invoice for the annual premium in the amount of \$393,557. A second invoice for \$779.00 is attached which represents an increase in the City's Fine Arts coverage.

Please note the premium is \$6,363.00 less than last year. Additionally, last year we received a dividend refund in the amount of \$67,377 from last year's premium. I am informed by our Account Executive, James Newman, that we should expect a similar refund this year. Mr. Newman anticipates the dividend refund will be between \$60,000 and \$70,000.

As Council is aware, we have been with the MML Pool for a number of years. We have been very pleased with both the service and coverage provided by the Pool. It is my recommendation that we renew our insurance coverage with the MML Pool.

If Council has any questions, feel free to contact me.

BMS/dn
Enc.

cc w/enc.: Patrick H. Burch, City Manager



michigan municipal league

Liability & Property Pool

Proposal

for

the

City of Jackson

Presented By:

Jim Newman
Municipal Account Executive
Meadowbrook® Insurance Group, Service Provider
(517) 243-5865

June 24, 2013

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook Insurance Group. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The League administrative staff and the dedicated Pool staff at Meadowbrook Insurance Group are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Jackson**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the City of Jackson for an annual premium of \$393,557. Which, when compared to last year's renewal premium of \$399,920, represents a decrease of \$6,363.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|------------------------------------|
| ✓ 400 Public Entity Members | ✓ 197 Law Enforcement Agencies |
| ✓ 17,685 Employees | ✓ 22 Electric Utilities |
| ✓ 2,550 Elected Officials | ✓ 26 Municipal Marinas |
| ✓ 110 Fire Departments | ✓ 4,340 Miles of Streets/Roads |
| ✓ 7,200 Vehicles | ✓ \$3.1 Billion of Property Values |
| ✓ 200 Water Service Operations | ✓ 175 Sewer Operations |

These local communities are current Pool members:

City of Albion

Village of Brooklyn

Albion District Library

Coverage and Cost Summary City of Jackson

Effective 07-01-2013 to 07-01-2014

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$2,500
Don Hannewald-Part Time Building Inspector	\$5,000,000	N/A	\$2,500
Mark Fish-Electrical Inspector	\$5,000,000	N/A	\$2,500
Marty Riske-Electrical Inspector	\$5,000,000	N/A	\$2,500
Raymond Taylor-Building Inspector	\$5,000,000	N/A	\$2,500
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$2,500
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$5,000,000	N/A	\$2,500
Don Hannewald-Part Time Building Inspector	\$5,000,000	N/A	\$2,500
Mark Fische-Electrical Inspector	\$5,000,000	N/A	\$2,500
Marty Riske-Electrical Inspector	\$5,000,000	N/A	\$2,500
Raymond Taylor-Bulding Inspector	\$5,000,000	N/A	\$2,500
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$2,500
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$2,500
Fire Legal Liability	\$100,000	N/A	N/A
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$0
# Vehicles	Comp	Coll	
10	NO COV	NO COV	
160	\$1,000	\$1,000	

Agreed Amount, if applicable 6 Vehicles for a total of \$1,719,047

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$5,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$159,782,532	N/A	\$2,500
Boiler and Machinery	Included	N/A	\$2,500
Building(s)	Included	N/A	\$2,500
Cemetery Property - up to \$500 per headstone	# Plots: 42,000	N/A	\$500
Contents	Included	N/A	\$2,500
Property in the Open	Included	N/A	\$2,500
Protection & Preservation	Included	N/A	N/A



Coverage and Cost Summary City of Jackson

Effective 07-01-2013 to 07-01-2014

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Property - Limited Replacement Cost, if applicable	\$6,287,280	N/A	\$2,500
Accounts Receivable	\$100,000	N/A	\$1,000
Cameras	\$28,270	N/A	\$1,000
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$4,423,573	N/A	\$1,000
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earthquake	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$2,267,523	N/A	\$1,000
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$2,000,000	N/A	\$1,000
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Golf Equipment	\$204,000	N/A	\$1,000
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Miscellaneous Equipment	\$57,622	N/A	\$1,000
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$1,000
Personal Effects & Property of Others	\$500	\$2,500	\$1,000
Police Equipment	\$266,102	N/A	\$1,000
Radio Equipment	\$830,585	N/A	\$1,000
Valuable Papers	\$100,000	N/A	\$1,000
Voting Equipment	\$349,669	N/A	\$1,000
Water Department Equipment	\$7,658	N/A	\$1,000
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A
Bond #: B Clerk	\$100,000	N/A	N/A



Coverage and Cost Summary City of Jackson

Effective 07-01-2013 to 07-01-2014

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Bond #: C Purchasing Director	\$100,000	N/A	N/A
Bond #: D DDA Director	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$393,557.

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Jackson Has . . .

- ✓ \$15,154,626. Annual Payroll
- ✓ \$159,782,532. of total values for real and personal property
- ✓ 47 Law enforcement officers
- ✓ 170 Vehicles
- ✓ 7 Fire Vehicles with agreed values for a total of \$1,719,047.

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive, Jim Newman.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Fire legal liability for real property
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Ambulance and EMT malpractice
- ✓ Special events **excluding** -
 - Fireworks
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Aircraft Liability
- ✓ Breach of contract
- ✓ Failure of dams
- ✓ Backup of Sewers and Drains (exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability)
- ✓ Criminal activity / Intentional acts with knowledge of wrongdoing
- ✓ Medical malpractice for doctors and physicians
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Expected or intended injury
- ✓ Electromagnetic radiation

Public Officials Liability Coverage

"Wrongful Acts", including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Up to \$500,000 limits available
- ✓ Peak Season, Obligee, Official Bond and Oath, Position Fidelity Bond endorsements available

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control engineers
- ✓ Training video library available to members
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Member Education

- ✓ Land use litigation awareness programs
- ✓ Sidewalk liability reduction programs
- ✓ Sexual harassment awareness training
- ✓ Hiring and employment practices
- ✓ Confined spaces entry training
- ✓ Barricading safety training
- ✓ Blood borne pathogens
- ✓ Liability issues for fire and EMS
- ✓ Occupational health concerns
- ✓ Back injury prevention

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online include:

- ✓ Publications, including Risk Management Newsletter
- ✓ Loss Control Tools, including: Tip Sheets (PERC\$) & Law Enforcement Newsletter
- ✓ MML Pool Financial Statements
- ✓ Board of Director action items
- ✓ General Policies
- ✓ Coverage Document
- ✓ Frequently Asked Questions
- ✓ Staff and Director Profiles

In order to access the *Members Only* section of the Pool website, you need a Password and User ID, which you can get by calling Jennifer Orr (MML staff) at (734) 669-6341

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

Your Peers are Members

"...You set high standards of ethics and integrity. Our office has a substantial amount of comfort in knowing all our insurance affairs are handled by you. The amount of support material you provided is unmatched by any company we have dealt with. We feel that your company makes enormous efforts to make our jobs easier, which cut down on numerous man-hours. We are also very pleased to receive the competitive rates that are provided by the MML Liability & Property Pool. We look forward to working with you."

Anthony McKerchie
Vienna Township
Supervisor
February 20, 2008

Mike Zinn
Clio Area Library Board
President

Stacy Hardy
Insurance Coordinator/
Bookkeeper

"I enjoy the relationship I have with you and the individuals that serve us and appreciate the education in risk management that you all continue to offer. I am a better manager with the MML Liability & Property Pool as part of my team..."

Denise M. Parisian, Village Manager
Village of Dimondale
February 15, 2007

"...We have been a member of both programs (the Liability & Property Pool and the Workers' Compensation Fund) for a number of years and have always enjoyed excellent services and coverage.

Because of the poor economic conditions, we felt that it was necessary to at least look at alternative insurance products. After careful review, I found that the Pool and Fund products were superior, many times exceeding coverage provided by other traditional carriers. It would be easy to decide to be insured with a lower cost alternative. However, in the end, the cost of claims handling and uninsured coverage would far exceed any short-term savings.

...we have always received very quality services."

Kevin M. Welch, City Manager
City of Tecumseh
February 5, 2008

"On behalf of the City of Ionia, I would like to thank you and the Pool for continuing to provide the City, and all Pool members, with quality insurance and risk management services. The City continues to be a proud member and subscriber of the Pool's services and programs.

During the course of my municipal career I have had the opportunity to be exposed to a full range of the services that the Pool offers. I have also been involved in major losses and found that the Pool was prompt and fair in responding to the community's needs.

... Again, thank you for the quality services that you and the Pool provide."

Jason Eppler, City Manager
City of Ionia
February 12, 2007



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726
Fax (248) 358-0534

INVOICE

City of Jackson
161 W. Michigan Ave.,
Jackson, MI 49201

Customer #: 290400
Policy Term: 07/01/2013 - 07/01/2014
Invoice Date: 06/11/2013
Invoice #: 9916201

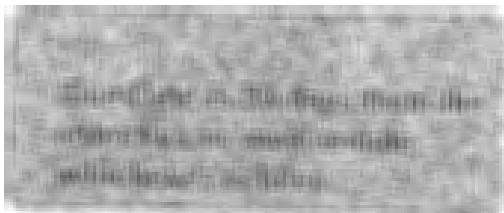
Payment Enclosed: \$ _____

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726, Fax (248) 358-0534

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
07/01/2013	MMLD01244928	Pool Renewal Premium 	\$393,557
Total Amount Due			\$393,557

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.
NO RECEIPT WILL BE SENT UNLESS REQUESTED.
There will be a 3% late charge on any invoices 30 days past due.

City of Jackson
Premium Breakdown as of:
July 1, 2013

Liability

Limit of Liability \$ 5,000,000	
Mark Fishe-electrical Inspector	\$15.00
Marty Riske-electrical Inspector	\$17.00
Raymond Taylor-bulding Inspector	\$17.00
Public Officals Errors & Omissions	\$74,957.00
Don Hannewald-part Time Building Inspector	\$15.00
Police Professional	\$38,858.00
General Liability	\$59,574.00
Mark Fish-electrical Inspector	\$5.00
Marty Riske-electrical Inspector	\$6.00
Raymond Taylor-building Inspector	\$6.00
Don Hannewald-part Time Building Inspector	\$5.00
Total Liability	\$173,475.00

Property

City Hall	\$7,771.00
Flagpole, Generator	\$63.00
Police Station	\$2,702.00
Office Garage	\$370.00
Flagpole, Generator	\$31.00
Best Field Maintenance Bldg.	\$96.00
Fencing, Dugouts, Tables	\$28.00
Restrooms	\$10.00
Target Contrl Bldg.	\$5.00
Judges Stand	\$4.00
Bullet Containment Structure	\$6.00
C A Boos Recreation Center	\$1,044.00
Tennis Courts, Basketball Hoops, Fencing, Playground Equipment	\$398.00
M L King Recreation Bldg.	\$1,080.00
Lighting, Basketball Hoops, Signage, Playground Equipment, Fencing, Scoreboa	\$244.00

City of Jackson
Premium Breakdown as of:
July 1, 2013

Property

Swim Pool Service Bldg.	\$688.00
Lights, Fence, Courts, Bleachers, Pool	\$1,014.00
Nixon Rectangular Shelter	\$28.00
Nixon Hexagon Shelter	\$28.00
Cemetery Office	\$65.00
Woodland Cemetery Chapel	\$107.00
Woodland Cemetery Chapel	\$920.00
Woodland Abbey	\$634.00
Cemetery Maintenance Bldg.	\$493.00
Flagpole, Antenna, Fuel Tanks, Fencing	\$41.00
Cemetery Garage	\$46.00
Golf Starter House	\$225.00
Maintenance Block Bldg.	\$38.00
East Barn	\$156.00
Restrooms	\$32.00
Picnic Shelter	\$46.00
Cold Equipment Office	\$79.00
Rain Shelter	\$2.00
Hall Of Fame Bldg.	\$50.00
Concession, Restroom	\$57.00
Mini Golf Frame Bldg.	\$48.00
Playground Equipment	\$6.00
Tennis Courts, Flagpole	\$106.00
Pumphouse	\$81.00
Ella Sharp Swimming Pool	\$273.00
Lights, Fence	\$515.00
Ella Sharp Park Granery Restaurant	\$148.00
Ella Sharp Woodwork Shop	\$52.00
Ella Sharp Museum Barn	\$26.00

City of Jackson
Premium Breakdown as of:
July 1, 2013

Property	
Ella Sharp Museum General Store	\$63.00
Equipment Storage Bldg.	\$38.00
Golf Course Maintenance Bldg.	\$86.00
Ella Sharp Tower Barn	\$114.00
Pumphouse	\$15.00
Rotunda Picnic Shelter	\$80.00
Baseball Press Box	\$11.00
Pumphouse	\$24.00
Chemical Storage Bldg.	\$31.00
Pumphouse	\$25.00
Miniature Golf Course Shop	\$40.00
Ella Sharp Park Shelter	\$29.00
Ella Sharp Restroom	\$82.00
Lights, Fencing, Etc.	\$355.00
Playground Equipment	\$37.00
Lighting, Flagpole, Fencing, Benches L Ella Sharp Restroom	\$42.00
Ella Sharp Museum Farm House	\$447.00
Lighting L Ella Sharp Granery Restaurant	\$13.00
Ella Sharp Museum Gazebo	\$3.00
Fire Station #2	\$461.00
Flagpole, Lighting	\$4.00
Fire Station #3	\$532.00
Flagpole, Generator, Antenna	\$29.00
Training Tower	\$93.00
Flag Pole	\$3.00
Central Fire Station	\$954.00
Power House & Office	\$6,437.00
Garage	\$1,231.00
Blower Bldg.	\$804.00

City of Jackson
Premium Breakdown as of:
July 1, 2013

Property

Chlorine Storage Bldg.	\$122.00
Old Aeration Bldg. & Tanks	\$2,686.00
New Control Bldg., Aeration Tanks	\$3,497.00
Chemical Bldg.	\$131.00
Retention Basin Pump Station	\$189.00
Storm Pumping Station	\$215.00
Preliminary Chemical Bldg.	\$190.00
Grit Bldg.	\$1,181.00
East Sludge Pumphouse	\$177.00
Sludge Digester Bldg.	\$9,596.00
Distribution Chamber	\$75.00
West Sludge Pump Bldg.	\$346.00
Scum Bldg.	\$89.00
Parking Structure	\$41.00
Tanks, Sludge Beds, Etc.	\$16,693.00
Sludge Handling Bldg.	\$1,050.00
Flagpole, Fencing, Lighting F Power House & Office	\$69.00
Sewage Lift Station	\$297.00
Power Feed Mains	\$31.00
Sewage Lift Station	\$217.00
Power Feed Mains	\$42.00
Lift Station	\$80.00
Lift Station	\$81.00
Creglow Lift Station	\$80.00
Lift Station	\$127.00
Lift Station	\$120.00
Lift Station	\$64.00
Sewer Lift Station	\$44.00
Water Department Office	\$414.00

City of Jackson
Premium Breakdown as of:
July 1, 2013

Property	
Garage	\$449.00
Pole Barn Storage Bldg.	\$87.00
Fuel Tank, Fencing F Water Dept. Office	\$20.00
Main Water Pump Station	\$2,353.00
Garage	\$85.00
Low Service Station	\$167.00
Water Treatment Plant	\$19,137.00
Well House #1	\$39.00
Well House #2	\$72.00
Well House #3	\$72.00
Well House #4	\$39.00
Well House #5	\$39.00
Well House #6	\$72.00
Well House #7	\$75.00
Well House #8	\$39.00
Well House #9	\$39.00
Well House #10	\$39.00
Well House #11	\$39.00
Well House #12	\$39.00
Ground Water Tank	\$4,553.00
Observation Well #4a	\$36.00
Generator, Fuel Tanks To Main Water Pump Station	\$551.00
Pole Barn	\$88.00
Chlorine Scurbber	\$102.00
Pumphouse	\$109.00
Fencing	\$5.00
Pump Station	\$38.00
Elevated Water Tank	\$2,723.00
Fencing	\$5.00

City of Jackson
Premium Breakdown as of:
July 1, 2013

Property

Instrumentation Bldg.	\$13.00
Public Works Garage	\$1,992.00
Storage Bldg.	\$129.00
Generator, Lighting, Fencing, Antenna, Flagpole	\$153.00
Storage Bldg.	\$15.00
Lights, Fencing, Playground Equipment	\$132.00
Open Picnic Shelter	\$28.00
Storage Bldg.	\$7.00
Playground Equipment, Fencing, Lighting	\$80.00
Storage Bldg.	\$29.00
Fence, Playground Equipment	\$23.00
Storage Bldg.	\$29.00
Fence, Playground Equipment	\$44.00
Storage Bldg.	\$29.00
Lights, Playground Equipment	\$114.00
Storage Bldg.	\$15.00
Playground Equipment	\$62.00
Power Feed Mains	\$166.00
Salt Storage Bldg.	\$253.00
Fencing, Fuel Tanks	\$20.00
Elevated Water Tank	\$2,723.00
Instrumentation Bldg.	\$13.00
Incubator Building	\$1,482.00
Office Annex	\$70.00
(14) Test Stations	\$9.00
Nixon Concession Bldg.	\$158.00
Well #1	\$88.00
Well #2	\$88.00
Well #3	\$88.00

City of Jackson
Premium Breakdown as of:
July 1, 2013

Property

Well #4	\$88.00
Fountain, Lighting, Benches, Fence	\$166.00
Millenium Clock	\$104.00
Cooper Street Parking Deck	\$4,645.00
Lighting	\$22.00
Storage Bldg.	\$183.00
Hayes Office Bldg.	\$1,604.00
Francis Street Parking Deck	\$5,791.00
Lighting	\$22.00
Former Consumers Energy Bldg.	\$1,628.00
Playground, Trellis	\$30.00
Historical Fountain	\$19.00
Playground Equipment	\$4.00
Veterans Memorial	\$74.00
Flag Pole	\$4.00
Miscellaneous Park Equipment	\$74.00
Pump Station	\$95.00
Pole Barn Storage Bldg.	\$82.00
Sewage Lift Station	\$72.00
Pumphouse	\$50.00
Dwelling Renovation	\$74.00
Dwelling Renovation	\$74.00
Fine Arts	\$1,482.00
Electronic Data Processing	\$1,749.00
Cameras	\$22.00
Golf Equipment	\$159.00
Radio Equipment	\$648.00
Police Equipment	\$208.00
Voting Equipment	\$273.00

City of Jackson
Premium Breakdown as of:
July 1, 2013

Property

Contractors Equipment	\$3,450.00
Miscellaneous Equipment	\$45.00
Water Department Equipment	\$6.00
Total Property	\$131,993.00

Automobile

(170) Vehicles	\$88,089.00
Total Automobile	\$88,089.00

TOTAL ANNUAL POOL PREMIUM	\$393,557.00
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michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726
Fax (248) 358-0534

INVOICE

City of Jackson
161 W. Michigan Ave.,
Jackson, MI 49201

Customer #: 290400
Policy Term: 07/01/2013 - 07/01/2014
Invoice Date: 07/08/2013
Invoice #: 10032201

Payment Enclosed: \$ _____

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726, Fax (248) 358-0534

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
07/01/2013	MML001244928	Pool Endorsement Premium Fine Arts Limit increased from \$2,000,000 to \$3,000,000	\$779
<div style="border: 1px dashed black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Due Date is 30 days from the effective or invoice date, whichever is later.</p> </div>			
Total Amount Due			\$779

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.
NO RECEIPT WILL BE SENT UNLESS REQUESTED.
There will be a 3% late charge on any invoices 30 days past due.

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Property Endorsement Schedule of Additional Coverages
for the City of Jackson
as of 7/1/2013

City Of Jackson
 161 W. Michigan Ave.
 Jackson, MI 49201

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

Policy #: MML001244928
 Effective From: 7/1/2013 to 7/1/2014

STATUS		LIMITS	DEDUCTIBLE	VALUATION
	<u>Additional Coverages and Coverage Extensions</u>			
	Accounts Receivable	\$100,000	\$1,000	N/A
	Computer Equipment and Media	\$2,267,523	\$1,000	N/A
	Consequential Damage	Included	\$0	N/A
	Debris Removal up to \$5,000,000 or 25% of Total Property Limit	Included	\$1,000	N/A
	Demolition and Increased Cost of Construction	\$100,000	\$1,000	N/A
	Earth Movement	\$2,000,000	\$5,000	N/A
	Expediting Expense	\$100,000	\$0	N/A
	Extra Expense	\$100,000	\$0	N/A
Change	Fine Arts	\$3,000,000	\$1,000	N/A
	Flood	\$1,000,000	\$5,000	N/A
	Loss of Income	\$100,000	\$0	N/A
	Loss of Rents	\$100,000	\$0	N/A
	Ornamental Trees, Shrubs, Plants or Lawns	\$5,000	\$1,000	N/A
	Personal Effects and Property of Others	\$500	\$1,000	N/A
	Protection and Preservation	\$100,000	\$0	N/A
	Valuable Papers and Records	\$100,000	\$1,000	N/A

This endorsement has generated an increase in your premium of \$779

All other Terms and Conditions remain the same.