



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

AGENDA - CITY COUNCIL MEETING

October 8, 2013

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE** - Invocation by Michelle Woods, 1st Ward City Councilmember.
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **EXECUTIVE SESSION to discuss pending litigation.**
6. **RETURN TO OPEN SESSION.**
7. **PRESENTATIONS/PROCLAMATIONS.**
8. **CITIZEN COMMENTS - AGENDA ITEMS (3-Minute Limit).**
9. **PETITIONS & COMMUNICATION (Accept & Place on File):**
 - A. **Certificate of Achievement for Excellence in Financial Reporting:**
Accept the letter of recognition of Philip J. Hones, Finance Director, for receiving the Certificate of Achievement for Excellence in Financial Reporting.
10. **CONSENT CALENDAR.**
 - A. **Minutes of the Regular Meeting on September 17, 2013:**
Approve the minutes of the regular City Council meeting of September 17, 2013.
 - B. **Civil Service Commission Appointment:**
Approve the Mayor's recommendation to appoint Alice J. Lewis to the Civil Service Commission filling a current vacancy, beginning immediately, and ending August 31, 2016.
 - C. **Building Code Board of Appeals Reappointment:**
Approve the Mayor's recommendation to reappoint Jason Covalle to the

Building Code Board of Appeals for a three year term, beginning January 1, 2014, and ending December 31, 2016.

- D. City Planning Commission Reappointment:**
Approve the Mayor's recommendation to reappoint James M. Stark to the City Planning Commission for a three-year term beginning January 1, 2014, and ending December 31, 2016.
- E. Election Commission Reappointments:**
Approve the Mayor's recommendation to reappoint Connie Kay Williams and S. Bradford Williams to the Election Commission for a four-year term each, beginning January 1, 2014, and ending December 31, 2017.
- F. Zoning Board of Appeals Reappointment:**
Approve the Mayor's recommendation to reappoint Patricia Gutekunst to the Zoning Board of Appeals for a three-year term beginning January 1, 2014, and ending December 31, 2016.
- G. Zombie Walk Jackson:**
Approve the request from Zombie Walk Jackson to conduct their annual walk in support of the March of Dimes throughout downtown on Saturday, October 12, 2013, from 3:00 p.m. - 6:00 p.m. (Contingent upon receipt of proper insurance.)
- H. Jackson Area Crop Walk:**
Approve the request from Michigan Church World Service/CROP to conduct their annual walk in support of fighting world hunger and poverty in downtown on Sunday, October 13, 2013, from 1:00 p.m. - 5:00 p.m. (Contingent upon receipt of proper insurance.)
- I. Tuba Christmas:**
Approve the request from Jackson Symphony Orchestra to conduct their Tuba Christmas, a national event in which tubists and low brass musicians come together to perform a Christmas concert, in Bucky Harris Park on Saturday, November 23, 2013, from 12:30 p.m. - 2:00 p.m. (Proper insurance has been received.)
- J. Eve on the Ave:**
Approve the request from the Jackson Downtown Development Authority to conduct their annual Eve on the Ave family celebration in downtown Jackson on Tuesday, December 31, 2013, from 9:00 p.m. - Wednesday, January 1, 2014, at 12:30 a.m. (Proper insurance has been received.)
- K. Veterans Day Ceremony:**
Approval of the request from Jackson County Veteran's Council to host the Veteran's Day Ceremony on Monday, November 11, 2013, from 10:30 a.m. to 12:00 p.m. in Withington Park with street closure of First Street between Wildwood and Michigan Avenue. (Proper insurance has been

received.)

11. PUBLIC HEARINGS.

A. Public Hearing – Petition for an Alley Vacation – Rockwell Alley:

Public hearing on the request to vacate a 12 foot wide alley running east and west 224 feet from the east line of Francis Street to the west line of Pigeon Street and lying south of lots 9 & 12 and north of lots 10 & 11, Block 11, Root’s South Addition, City of Jackson, Jackson County, State of Michigan. Also known as Lot B, Block 11, Root’s South Addition, City of Jackson, Jackson County, State of Michigan, and deeded to the City of Jackson for use as a public alley on August 2, 1897, recorded at Jackson County Register of Deeds in liber 154 page 407.

1. Adoption of a resolution approving the vacation.

12. OTHER BUSINESS.

A. Ordinance No. 2013.22 Amendment – Collection of Stormwater Fees (Second/Final Reading):

Final adoption of Ordinance No. 2013.22, amending Section 27-180 through 27-201, Article VI, Chapter 27, City Code, to bring Chapter 27 of the Code of Ordinances in conformity with the decision of the Michigan Court of Appeals ordering that the City of Jackson cease collection of the fee for stormwater.

13. NEW BUSINESS.

A. Resolution – Halloween:

Consideration of a resolution establishing Halloween hours between 6:00 p.m. and 8:00 p.m., on Thursday, October 31, 2013, encouraging children to “trick or treat” during that time period.

B. Resolution – Revised Special Assessment Policy:

Consideration of a resolution revising the Special Assessment Policy extending the maximum period of time for the repayment of special assessments from ten (10) to fifteen (15) years.

C. Resolution:

Consideration of a resolution establishing a fine for violations of Section 23-43, City Code, placement of leaves in streets and public ways.

D. Resolution – CDBG Funding – John George Home:

Consideration of a resolution reprogramming \$5,600.00 in Community Development Block Grant (CDBG) excess program income to the John George Home to install an Emergency Return Unit to the elevator.

- E. Resolution – Contract with MDOT for Monroe Street – Clinton Road to West Avenue:**
Consideration of a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Monroe Street reconstruction from Clinton Road to West Avenue, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.
- F. Resolution – Contract with MDOT for Blackstone Street – Washington Avenue to Louis Glick Highway:**
Consideration of a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Blackstone Street reconstruction from Washington Avenue to Louis Glick Highway, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.
- G. Resolution – Adoption of MDOT Title VI Plan:**
Consideration of a resolution approving the City of Jackson Title VI Plan, approval of a resolution adopting the Limited English Proficiency (LEP) Plan, and authorization for the Mayor and City Manager to execute the appropriate contract documents.
- H. Ordinance – Telecommunications Advisory Board (First Reading):**
Consideration of an ordinance amending Article I, Chapter 6, City Code, to repeal ordinances establishing the telecommunications advisory board, describing the telecommunications advisory board’s powers, or referring to the telecommunications advisory board.
- I. Mutual Police Assistance Agreement:**
Consideration of the request to approve a Mutual Police Assistance Memorandum of Agreement between the City of Jackson Police Department and the Jackson County Office of the Sheriff, and authorization for the Mayor and the Director of Police and Fire Services to sign as representatives of the City.
- J. TCO No. 2160 – New Lane Assignments:**
Approve Traffic Control Order No. 2160 for new lane assignments for eastbound traffic on High Street approaching Cooper Street.
- K. TCO No. 2161 – Steward Street and Lansing Avenue:**
Approve Traffic Control Order No. 2161 to create right-of-way assignment for traffic on Steward Street at the newly created traffic islands near the intersection with Lansing Avenue.
- L. Change Order No. 2 – 2013 As Needed Survey Consulting Services Contract:**
Approve Change Order No. 2 to the contract with Wade Trim, in the increased amount of \$39,600.00 for the collection of sewer manhole data and the design of a traffic signal for the intersection of West Avenue and

High Street, and authorization for the City Manager and City Engineer to execute the appropriate document.

M. Reauthorization of Collaborative Agreement for Human Resources Services with the County Jackson:

Consideration of a recommendation that the Mayor and City Council approve the Intergovernmental Agreement between the City of Jackson and the County of Jackson for the provision of Personnel (Human Resources) functions.

N. Purchase of Road Salt:

Consideration of the request to purchase an estimated 4,000 tons of road salt at \$45.98 per ton from The Detroit Salt Co., LLC, Detroit, for a total purchase of \$183,920.00, for major and local street winter maintenance.

O. Leaf Drop Off Program:

Approve a recommendation establishing a leaf drop off program that includes five (5) locations throughout the City of Jackson to accept leaves from City residents for Fall 2013. The recommended dates and locations are as follows:

Saturdays, October 26th, November 2, 9, 16, & 23rd from 8:00 a.m. to 12:00 p.m.

- Site #1 Public Works Facility - 521 Water Street
- Site #2 Nixon Park, Parking Lot - 400 E. North Street
- Site #3 W. Louis Glick Hwy & Blackstone - City Parking Lot
- Site #4 Frost School, East Parking Lot - 1226 S. Wisner
- Site #5 Parkside Middle School - 2400 Fourth Street

Sundays, October 27th, November 3, 10, 17 & 24th from 8:00 a.m. to 12:00 p.m.

- Site #1 Public Works Facility - 521 Water Street (only site open on Sundays)

P. Resolution - Comprehensive Downtown Plan:

Approve a resolution reallocating Downtown Replacement Funds to Planning, and retain Beckett and Raeder to perform downtown streetscape conceptual design.

14. **RESIDENT COMMENTS - NON-AGENDA ITEMS (3-Minute Limit).**
15. **CITY COUNCILMEMBERS' COMMENTS.**
16. **MANAGER'S COMMENTS.**
17. **ADJOURNMENT.**



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

September 19, 2013

The Honorable Martin J. Griffin
Mayor
City of Jackson
161 West Michigan Avenue
Jackson MI 49201

Dear Mayor Griffin:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2012** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The Certificate of Achievement plaque will be shipped to:

Philip J. Hones
Finance Director

under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

A handwritten signature in black ink that reads "Stephen J. Gauthier". The signature is written in a cursive, flowing style.

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

09/19/2013

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Jackson** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Philip J. Hones, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



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

September 17, 2013

CALL TO ORDER:

The Jackson City Council met in regular session in City Hall and was called to order at 6:30 p.m. by Mayor Griffin.

PLEDGE OF ALLEGIANCE-INVOCATION:

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

ROLL CALL:

Present: Mayor Martin J. Griffin, Councilmembers Michelle L. Woods, Kimberly Jaquish, Andrew R. Frounfelker and Derek J. Dobies—5. Absent: Councilmembers Laura Dwyer Schlecte and Daniel P. Greer—2.

Also present: City Manager Patrick Burtch, Interim City Attorney Bethany Smith, Lieutenant Chris Simpson-JPD, City Assessor David Taylor and City Clerk/Treasurer Andrew J. Wrozek, Jr.

AGENDA:

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the agenda as presented. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies—5. Nays: 0. Absent: Councilmembers Schlecte and Greer—2.

EXECUTIVE SESSION:

DELETED FROM THE AGENDA

PRESENTATIONS/PROCLAMATIONS:

None

CITIZEN COMMENTS - AGENDA ITEMS (3-MINUTE).

Michael Lefere of 1026 S. Higby Street spoke regarding leaf disposal. He stated that there are no sidewalks on his street. He said that there are hundreds of oak trees on Higby and he said oak leaves take a long time to deteriorate. He has a large oak tree in his front yard about 2" from the curb. He asked who the owner is of that tree. He wanted to know who was responsible for the leaves that fall from that tree. He suggested putting a proposal on a ballot asking for \$7 per quarter or \$28 per year to pay for the leaf pickup.

PETITIONS & COMMUNICATION:

None

CONSENT CALENDAR

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the consent calendar. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies—5. Nays: 0. Absent: Councilmembers Schlecte and Greer—2.

Consent Calendar

A. MINUTES OF THE REGULAR MEETING ON SEPTEMBER 10, 2013:

Approve the minutes of the regular City Council meeting of September 10, 2013.

B. JHS HOMECOMING PARADE:

Approve the request from Jackson High School to conduct their Homecoming Parade on Friday, October 11, 2013, from 6:00 p.m. to 6:30 p.m. with street closures along Brown, Daniel, and Wildwood streets beginning at 5:30 p.m. and ending at 6:30 pm. (Contingent upon receipt of proper insurance coverage.)

C. PUBLIC ROSARY

Approve the request from Queen of the Miraculous Medal Parish

to conduct their annual Public Rosary at the Riverwalk Amphitheatre on Sunday, October 13, 2013 from 11:00 a.m. – 3:00 p.m. (Contingent upon receipt of proper insurance coverage.)

D. CDBG AND HOME FINANCIAL STATEMENTS THROUGH AUGUST 31, 2013:

Receive the Community Development Block Grant (CDBG) and HOME Financial Summaries through August 31, 2013.

E. CITY FINANCIAL STATEMENTS ENDING JUNE 30, 2013:

Receive the City of Jackson's summary of revenue and expenditures and twelve (12) months ended, June 30, 2013.

F. ESTABLISHMENT OF A PUBLIC HEARING - PETITION FOR AN ALLEY VACATION-ROCKWELL ALLEY:

Establishment of October 8, 2013, at the City Council meeting as a time and place to hold a public hearing on the vacation of Rockwell alley, as recommended by the City Planning Commission on June 5, 2013.

PUBLIC HEARINGS:

A. PUBLIC HEARING CAPER REPORT:

Public hearing to receive citizen comments on the City's Performance in administering 2012-2013 Community Development Block Grant (CDBG) and HOME Programs.

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

1. AUTHORIZATION FOR THE MAYOR TO EXECUTE THE 2012-13 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND APPROVE THE SUBMISSION OF THE REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

Motion was made by Councilmember Frounfelker and seconded by Councilmember Woods to approve the authorization. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies—5. Nays: 0. Absent: Councilmembers Schlecte and Greer—2.

B. PUBLIC HEARING - REFRIGERATION SALES, INC., IFTEC

APPLICATION:

Public hearing regarding the application filed by Refrigeration Sales Inc., 1810 E. High Street, for an Industrial Facilities Tax Exemption Certificate.

Mayor Griffin opened the public hearing. George Mohring addressed the Council. He was concerned about revenue stream. He wanted to know if these deals that the City is making are good for the City. He wanted to know the formulas. Mayor Griffin closed the public hearing.

1. ADOPT A RESOLUTION APPROVING AN APPLICATION FOR AN INDUSTRIAL FACILITES TAX EXEMPTION CERTIFICATE (IFTEC) FOR REFRIGERATION SALES, INC.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies – 5. Nays: 0. Absent: Councilmembers Schlecte and Greer – 2.

OTHER BUSINESS

A. ORDINANCE AMENDMENT - PLACEMENT OF LEAVES - PUBLIC RIGHT WAY (SECON/FINAL READING):

Final adoption of Ordinance No. 2013.21, amending Article II, Chapter 23, City Code, to add provisions prohibiting the placement of leaves in the streets, alleys and public ways of the City for the health, safety and welfare of the Citizens of the City of Jackson.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the final adoption of the ordinance. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Frounfelker and Dobies – 4. Nays: Councilmember Jaquish – 1. Absent: Councilmembers Schlecte and Greer – 2.

NEW BUSINESS

A. ORDINANCE AMENDMENT- COLLECTION OF STORMWATER FEES (FIRST READING):

Consideration of an ordinance amending Section 27-180 through 27-201, Article VI, Chapter 27, City Code, to bring Chapter 27 of the Code of Ordinances in conformity with the decision of the Michigan Court of Appeals ordering that the City of Jackson cease collection of the fee for

stormwater.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the ordinance. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies – 5. Nays: 0. Absent: Councilmembers Schlecte and Greer – 2.

B. CONTRACT RENEWAL- PAVEMENT MARKING:

Approval of the renewal of the pavement marking contract with PK Contracting, Troy, in the amount of \$54,990.00, and authorization for the Mayor and City Clerk to execute the appropriate contract renewal documents.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Woods to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies – 5. Nays: 0. Absent: Councilmembers Schlecte and Greer – 2.

C. PURCHASE OF 2014 F-350 -DPW:

Approval of the request to purchase one (1) 2014 Ford F-350 cab, chassis and dump box from Gorno Ford, Woodhaven, through the State of Michigan MiDeal contract in the amount of \$39,474.00, for use by the Department of Public Works.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Frounfelker and Dobies – 4. Nays: Councilmember Jaquish – 1. Absent: Councilmembers Schlecte and Greer – 2.

D. PURCHASE OF 2014 F-550 - DPW:

Approval of the request to purchase one (1) 2014 Ford F-550 4x4 cab and chassis from Gorno Ford, Woodhaven, through the State of Michigan MiDeal contract in the amount of \$41,793.00, for use by the Department of Public Works.

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, Frounfelker and Dobies – 4. Nays: Councilmember Jaquish – 1. Absent: Councilmembers Schlecte and Greer – 2.

E. PURCHASE OF SPECIALTY TRUCK ATTACHMENTS - DPW:

Approval of the request to purchase a specialty truck package from Truck & Trailer Specialties, Dutton, through the State of Michigan MiDeal contract in the amount of \$56,021.00, for use by the Department of Public Works.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Frounfelker and Dobies—4. Nays: Councilmember Jaquish—1. Absent: Councilmembers Schlecte and Greer—2.

F. PURCHASE OF MISCELLANEOUS BRASS WATER FITTINGS - WATER DEPARTMENT:

Approval of the request to purchase miscellaneous brass water fittings from ETNA Supply, Grand Rapids, in the amount of \$109,114.00, for use in the repair and maintenance of the water distribution system in accordance with "No Lead Rule" portion of the Safe Drinking Water Act.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Woods to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies—5. Nays: 0. Absent: Councilmembers Schlecte and Greer—2.

G. PURCHASE OF A CATERPILLAR 430F ACR LOADER BACKHOE - WATER AND DPW:

Approval of the request to purchase one (1) 2013 model year Caterpillar 430F ACR Backhoe Loader from Michigan Cat, Novi, through the State of Michigan MiDeal contract, in the amount of \$100,548.00, for use in the Water and Public Works Departments.

Motion was made by Councilmember Dobies and seconded by Councilmember Woods to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Frounfelker and Dobies—4. Nays: Councilmember Jaquish—1. Absent: Councilmembers Schlecte and Greer—2.

H. PURCHASE OF CATERPILLAR 930K WHEEL LOADER - WWTP:

Approval of the request to purchase one (1) Caterpillar 930K Wheel

Loader from Michigan Cat, Novi, through the State of Michigan MiDeal contract, in the amount of \$173,445.00, for use at the Wastewater Treatment Plant.

Motion was made by Councilmember Dobies and seconded by Councilmember Frounfelker to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Frounfelker and Dobies—4. Nays: Councilmember Jaquish—1. Absent: Councilmembers Schlecte and Greer—2.

I. GROUND STORAGE TANK PAINTING PROJECT - WTP:

Approval of a contract with Dixon Engineering and Inspection Services, Lake Odessa, to provide inspection services on the 7.5 million gallon ground storage tank painting project at a cost of \$29,920.00, and authorization for the Mayor and City Treasurer/Clerk to execute the agreement.

Motion was made by Councilmember Dobies and seconded by Councilmember Frounfelker to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies—5. Nays: 0. Absent: Councilmembers Schlecte and Greer—2.

J. WAIVE OF FIVE (5) YEAR RULE BETWEEN EMERGENCY HAZARD LOANS:

Consideration of the request to waive the five (5) year limitation for emergency hazard assistance to allow a second emergency hazard loan at 332 E. High Street.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Woods to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin, and Councilmembers Woods, Jaquish, Frounfelker and Dobies—5. Nays: 0. Absent: Councilmembers Schlecte and Greer—2.

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

Jason Smith of 106 S. Wisner wanted to thank Derek and Patrick for coming out to Laura's meeting. He felt there were a lot of good ideas tossed around and he said he appreciated that Patrick gave some clarification on some of the ideas. He stated that he is a candidate for Mayor and he wanted to invite the Council and Mayor to a community meeting on Thursday, October the 10th at

6:30 p.m. at 135 S. Mechanic Street. He said they will be tossing out ideas on how to make the City better.

CITY COUNCILMEMBERS' COMMENTS:

Councilmember Woods- wanted to announce that she will be having a Neighborhood Meeting on September 30, 2013 at the Carnegie Branch of the Library at 6:30p.m. She also wanted people to know that on October 4, 2013 she will be having a tree planting ceremony in honor of Carl Breeding at the King Center at 12:30 p.m.

Councilmember Jaquish- wanted to thank St. Vincent De Paul. She said she attended one of their events, and she said they have a lot of programs for the residents of the City. She said they are having a walk for the poor and all Councilmembers will be getting an email regarding it.

Councilmember Frounfelker-wanted to let people know that the Eagle Scout that raised \$10,000 will be doing a groundbreaking ceremony in Blackman Park for the fallen law enforcement officers, firefighters, and service officers, on Saturday at 2:00 p.m. He also said that he is glad to have some answers about the leaf pickup.

Councilmember Dobies-wanted to thank Laura for having her Neighborhood Meeting. He wanted to thank Patrick and Bethany for their attendance. He said there were some good discussions. He wanted to invite people to the Lights Camera Action fundraiser at the Country Club on Thursday, September 26th at 5:30 p.m. sponsored by the Aware Shelter. He said he donated a park bench last year and he will be donating a picnic table to go with the bench in Ella Sharp Park. He also stated that he is glad we are coming to some short-term solutions with the leaf problem in the City. He is glad there are people ready to help with solutions.

Mayor Griffin-suggested that Derek contact the Sharp Park Board to make sure the picnic table would fit their plans. He also wanted to commend Dore and Associates for the job tearing down the steel portion from the Consumers Building. He said it fell right where they said it would, and he said it didn't even come close to the church. He also wanted to welcome Kevin Rogers aboard as a new staff attorney.

MANAGER'S COMMENTS:

He wanted to give kudos to staff for working on short term solutions for the leaf pickup. He also wanted to give recognition to Michelle Pultz for her work and for the great job that she did on the CAPER report.

None

ADJOURNMENT:

No further business being presented, a motion was made by Mayor Griffin to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 7:10 p.m.

Andrew J. Wrozek Jr.
City Treasurer/Clerk

AJW/car

CITY OF JACKSON



Office of Mayor
Martin J. Griffin

MICHIGAN

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

CITY COUNCIL MEETING October 8, 2013

MEMO TO: City Councilmembers

FROM: Martin J. Griffin, Mayor

DATE: September 30, 2013

SUBJECT: Civil Service Commission

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint Alice J. Lewis to the Civil Service Commission filling a current vacancy, beginning immediately, 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 appoint Alice Lewis to the Civil Service Commission filling a current vacancy, beginning immediately, 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: Alie J. Lewis

Address: 233 Damon St. Zip 49203

Home Phone: 517-787-4094 Other Phone: _____

Occupation: Retired

Community Involvement / Activity

(HRC) Human Relations Commission Community Action Agency
Southside Renewal

Are you a registered voter? _____ Ward? I

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

- 1. Little Service
- 2. _____
- 3. _____

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

I am a Certified Mediator for the
State of Michigan.

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Alie J. Lewis
Signature of Applicant

8-22-13
Date

CITY OF JACKSON



Office of Mayor
Martin J. Griffin

MICHIGAN

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

CITY COUNCIL MEETING October 8, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg*
DATE: September 30, 2013
SUBJECT: Building Code Board of Appeals

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Jason Covalle to the Building Code Board of Appeals for a three year term, beginning January 1, 2014, and ending December 31, 2016.

In accordance with City Code, Sec. 2-341, the City Engineer and the Fire Chief are members because of their offices. The Building Official is an Ex-Officio member. The Mayor and City Council appoint five members to three-year terms. One citizen is a realtor.

It is my desire, therefore, to reappoint Jason Covalle to the Building Code Board of Appeals for a three year term, beginning January 1, 2014, and ending December 31, 2016.

MJG:skh

APP-CC

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: JASON COUANE

Address: 5045 BROOKSIDE DR Zip 49203

Home Phone: 517 841 9468 Other Phone: 527 740 5033

Occupation: ARCHITECT

Community Involvement / Activity

JC FOUNDATION

BUILDING CODE BOARD OF APPEALS

Are you a registered voter? Ward? SUMMIT

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

1. BLDG. CODE BOARD OF APPEALS

3. _____

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

EXISTING BOARD MEMBER

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

[Signature]
Signature of Applicant

9-23-13
Date

CITY OF JACKSON



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

Office of Mayor
Martin J. Griffin

MICHIGAN

CITY COUNCIL MEETING October 8, 2013

MEMO TO: City Councilmembers

FROM: Martin J. Griffin, Mayor *mjg/s*

DATE: September 30, 2013

SUBJECT: City Planning Commission

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint James M. Stark to the City Planning Commission for a three-year term beginning January 1, 2014, and ending December 31, 2016.

According to MSA5.2993.(2) the Commission may consist of the Mayor, one administrative official of the City selected by the Mayor, one Councilmember selected by the Council as members ex officio, and six others appointed by the Mayor and confirmed by the Council. Terms of the ex-officios shall correspond to their official tenures, except the term of the administrative official of the City shall terminate with the Mayor's term. All other members shall serve three-year terms.

It is my desire, therefore, to reappoint James M. Stark to the City Planning Commission for a three-year term beginning January 1, 2014, and ending December 31, 2016.

MJG:skh

APP-CC

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: JAMES M. STARK
Address: 786 Bloomfield Blvd Zip 49203
Home Phone: (517) 787-8601 Other Phone: (517) 315-6085
Occupation: RETIRED

Community Involvement / Activity

JACKSON PLANNING COMMISSION JACKSON HOUSING COMMISSION
CONSTRUCTION VOLUNTEER - HABITAT

Are you a registered voter? YES Ward? 6

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

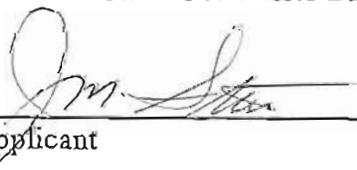
1. PLANNING COMMISSION 2. _____
3. _____

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

INCUMBENT TO THE POSITION.

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.


Signature of Applicant

9/24/13
Date

CITY OF JACKSON



MICHIGAN

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

Office of Mayor
Martin J. Griffin

City Council Meeting October 8, 2013

MEMO TO: City Councilmembers

FROM: Martin J. Griffin, Mayor *mjg*

DATE: September 30, 2013

SUBJECT: Election Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Connie Kay Williams and S. Bradford Williams to the Election Commission for a four-year term each, beginning January 1, 2014, and ending December 31, 2017.

In accordance with City Charter Sec. 6.8 Consists of Clerk, Attorney, Assessor and two citizen members appointed by the Mayor subject to Council confirmation for four year terms.

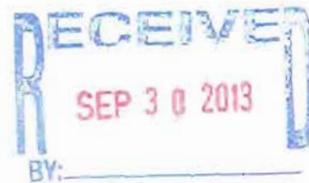
It is my desire, therefore, to reappoint Connie Kay Williams and S. Bradford Williams to the Election Commission for a four-year term each, beginning January 1, 2014, and ending December 31, 2017.

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: Sterry Bradford Williams
Address: 902 Oakridge Dr Zip 49203
Home Phone: 517 782 1010 Other Phone: —
Occupation: Retired

Community Involvement / Activity

MCF / DHS Board of Directors Brownfield Att. / LDFA
Disability Connections " JCEG

Are you a registered voter? yes Ward? 6th

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

1. Election Commission 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.

Sterry Bradford Williams

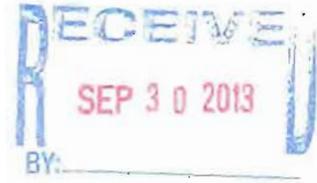
Signature of Applicant

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 of Jackson Board / Commission Application

Name: Connie K Williams
Address: 902 Oakridge Dr. Zip 49203
Home Phone: 917-782-1010 Other Phone: 745-8811
Occupation: Int. Designer - Copper Orchid Design

Community Involvement / Activity

Election Commission
JCEG

Are you a registered voter? yes Ward? 6th

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

- 1. Election Commission
- 2. JCEG
- 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.

Connie Williams
Signature of Applicant

9-24-2013
Date

CITY OF JACKSON



MICHIGAN

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

Office of Mayor
Martin J. Griffin

CITY COUNCIL MEETING October 8, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg*
DATE: September 30, 2013
SUBJECT: Zoning Board of Appeals

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Patricia Gutekunst to the Zoning Board of Appeals for a three-year term beginning January 1, 2014, and ending December 31, 2016.

In accordance with City Code, Sec. 2-281 and 28-242, seven members are appointed by the Mayor with City Council approval for three-year terms. No elected official or city employee may be appointed. Also, in accordance with the Michigan Zoning Enabling Act (PA 110 of 2006), which went into effect on July 1, 2006, it is required that a regular member of the Zoning Board of Appeals (ZBA) also serve on the City Planning Commission (MCL 125.3601). Alternate members may be called on a rotating basis to sit as members of the Board of Appeals in the absence of a member. The alternate member having been appointed shall serve on the case until a final decision has been made and shall have the same voting rights as a member. Members must be City residents.

It is, therefore, my desire to reappoint Patricia Gutekunst to the Zoning Board of Appeals for a three-year term beginning January 1, 2014, and ending December 31, 2016.

MJG:skh

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 of Jackson Board / Commission Application

Name: PATRICIA (PAT) GUTEKUNST

Address: 115 3RD ST Zip 49201

Home Phone: 517-782-0119 Other Phone: _____

Occupation: Retired

Community Involvement / Activity

Present - Zoning Board of Appeals

Prior: Historic Dist Comm 13 years Prior: Region II Plan Com.
15 years as a Election Worker CBGB -

Are you a registered voter? YES Ward? 5

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

1. Zoning Board of Appeals 2. _____

3. _____

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

Keen Interest in City - Resident since 1934

Active in Civic + School affairs

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

[Signature]
Signature of Applicant

09/21/2013
Date

I would be interested in serving on any Board or Commission where a voice of practicality and common sense is needed. JG



Jackson Downtown Development Authority

**CITY COUNCIL MEETING
October 12, 2013**

October 2, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: Zombie Walk Jackson

RECOMMENDATION: Approval of the request from Zombie Walk Jackson to conduct their annual walk in support of the March of Dimes throughout downtown on Saturday, October 12, 2013 from 3:00 p.m. – 6pm. The insurance is pending approval by the City Attorney.

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		\$300
Fire	x		\$0
Engineering	tenative		\$0
Public Works	x		\$100
Recreation	x		\$0
DDA	x		\$0
			<hr/> \$400

Conditions and Considerations: Per Engineering, as route goes past 212 Michigan Ave. demolition site, we do not know for sure whether street will be passable. In addition, request to close City of Jackson Permit Lot 8 on Mechanic Street requires maintenance of access to rear of post office.

Insurance Status: Pending

att: Special Event Application: **Zombie Walk Jackson**
Walk route map

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: ZOMBIE WALK JACKSON

Organization Address: 544 CHESTNUT JACKSON, MI 49202

Organization Agent JASON MULHOLLAND Title: OWNER / ORGANIZER

Phone: (work) (517) 917-7247 Phone: (home) SAME Phone: (during the event) SAME

Agent's Address 544 CHESTNUT JACKSON, MI 49202

Agent's E-Mail Address JASMULHOLLAND@GMAIL.COM

Event Name ZOMBIE WALK JACKSON 2013

Please give a brief description of the proposed special event: A WALK OF ZOMBIES FOR THE PURPOSE OF RAISING DONATIONS FOR THE MARCH OF DIMES CHARITY ORGANIZATION.

Event Day(s) & Date(s) OCTOBER 12, 2013

Event Time(s) 3:PM - 6:PM

Set-Up Date & Time 10/12/13 3:PM Tear-Down Date & Time 10/12/13 5:30PM

Event Location JACKSONOPOLIS 135 S. MECHANIC ST. JACKSON, MI 49201

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? 4

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 10/12/13 5:30PM through Date/Time: 10/12/13 6:PM

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:
CITY OF JACKSON PERMIT LOT S. MECHANIC ST. JACKSON, MI 49201

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

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 _____

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? 300-400

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? _____

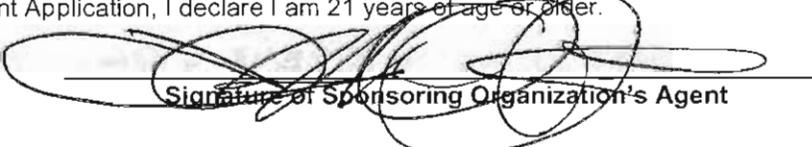
As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event 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.)
WE ARE ASKING AS IN YEARS BEFORE ASSISTANCE OF THE POLICE DEPT. AS WALKER CROSS STREETS. A MAP OF ROUTE IS INCLUDED.

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.

SEPTEMBER 27, 2013
Date


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**



A: START/REGISTRATION
B: END/MICHIGAN THEATRE
WALK ON SIDEWALKS UNTIL MICHIGAN AVE.
REQUESTING USE OF MICHIGAN AVE FROM FIRST ST. TO MECHANIC ST.



Jackson Downtown Development Authority

**CITY COUNCIL MEETING
October 8, 2013**

October 2, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: Jackson Area Crop Walk

RECOMMENDATION: Approval of the request from Michigan Church World Service/CROP to conduct their annual walk in support of fighting world hunger and poverty in downtown on Sunday, October 13, 2013 from 1:00 p.m. – 5pm. Insurance is pending approval by City Attorney.

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

att: Special Event Application: **Jackson Area Crop Walk**
Short and long route walking maps

JG/RR

CITY OF JACKSON
SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: 9/16/13 Time: 10:40am By: RR

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: CHURCH WORLD SERVICE

Organization Address: MICHIGAN CWS /CROP, 809 CENTER ST, SUITE 7, LANSING, MI 48901

Organization Agent PHIL FRACKER Title: CO-COORDINATOR

Phone: (work) _____ Phone: (home) (517) 782-6963 Phone: (during the event) (517) 499-8307

Agent's Address 729 OAKDALE AVE, JACKSON, MI 49203-2919

Agent's E-Mail Address philfracker@comcast.net

Event Name JACKSON AREA CROP WALK

Please give a brief description of the proposed special event: WE HOPE FOR 160 WALKERS TO BE SPONSORED BY AT LEAST 12 CHURCHES TO RAISE \$16,000 TO FIGHT WORLD HUNGER AND POVERTY. TWENTY-FIVE PER CENT OF WHAT IS RAISED IS RETURNED TO SUPPORT IMMORAL FOOD PANTRY, THE MICHIGAN CENTER FOOD BANK, AND THE PERSONAL NEEDS PANTRY AT FIRST BAPTIST CHURCH.

Event Day(s) & Date(s) OCTOBER 13, 2013

Event Time(s) 01:00PM REGISTER, 02:05PM WALK

Set-Up Date & Time _____ Tear-Down Date & Time _____

Event Location (1 MILE) SHORT AND LONG WALKS (3 MILES) ORIGINATE AND END FIRST UMC DOWNTOWN. (SEE MAPS)

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? 37 YEARS

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 NONE 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 NO Other Vendors? YES NO

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 _____

CITY OF JACKSON
SPECIAL EVENT APPLICATION, Page 2
Downtown Development Authority
161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410

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? 160

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. *First UMC Rest Rooms*
Immanuel Lutheran Church Point

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)
None.

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.

09/16/2013
Date
Phillip M. Jackson
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
October 8, 2013**

October 1, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: Tuba Christmas

RECOMMENDATION: Approval of the request from Jackson Symphony Orchestra to conduct their Tuba Christmas, a national event in which tubists and low brass musicians come together to perform a Christmas concert, in Bucky Harris Park on Saturday, November 23, 2013 from 12:30 p.m. – 2:00pm. Insurance has been provided and is pending approval by the City Attorney.

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

att: Special Event Application: **Tuba Christmas**

JG/RR

CITY OF JACKSON
SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: 9/10/13 Time: _____ By: RR

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: Jackson Symphony Orchestra

Organization Address: 215 W. Michigan Ave, Jackson 49201

Organization Agent Carol Ivkovich Title: Director of CMS

Phone: (work) 782-3221 x-153 Phone: (home) 262-6260 Phone: (during the event) 782-3221 x-153

Agent's Address 1857 Dennison Rd E. Lansing MI 48823

Agent's E-Mail Address carol@jsocommunitymusic.school.org

Event Name Tuba Christmas

Please give a brief description of the proposed special event: Tuba Christmas is a national event in which tubists + low brass musicians come together to perform a Christmas concert. Approximately 20-30 musicians will perform.

Event Day(s) & Date(s) Saturday Nov. 23 2013

Event Time(s) approx. 1:00 pm (after Christmas parade)

Set-Up Date & Time 12:30pm Tear-Down Date & Time 2:00 pm

Event Location Bucky Ham's Park

ANNUAL EVENT: Is this event expected to occur next year? (circle one) **YES** **NO**

How many years has this event occurred? hasn't occurred

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 _____ 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** **NO** Other Vendors? **YES** **NO**

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 _____

CITY OF JACKSON
SPECIAL EVENT APPLICATION, Page 2
Downtown Development Authority
161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410

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? 150

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.)

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.

7/30/13
Date

Carol A. Johnson
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
October 8, 2013**

October 2, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: Eve on the Ave

RECOMMENDATION: Approval of the request from the Jackson Downtown Development Authority to conduct their annual Eve on the Ave family celebration in downtown Jackson on Tuesday, December 31, 2013 from 9:00p.m. – Wednesday, January 1st, 2014 at 12:30a.m. Insurance is pending approval by the City Attorney.

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		\$1,100
Fire	x		\$450
Engineering	x		\$0
Public Works	x		\$875
Recreation	x		\$0
DDA	x		\$0
			<hr/> \$2,425

Conditions and Considerations: Fireworks Contractor will provide us with a map of the Isolation Zone and Inventory of Fireworks being set off, once available and per Dave Wooden's request.

Insurance Status: Pending

att: Special Event Application: **Eve on the Ave
Street Closure Map**

JG/RR

**CITY OF JACKSON
SPECIAL EVENT APPLICATION**

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

Date Received By DDA 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 Downtown Development Authority at least 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Jackson Downtown Development Authority

Organization Address: 161 W. Michigan Ave. Jackson MI 49201

Organization Agent Rebecca Rae / J. Greene Title: DDA Assistant / Exec Director

Phone: (work) 517.768.6410 Phone: (home) _____ Phone: (during the event) 734.260.2835

Agent's Address 161 W. Michigan Ave Jackson, MI 49201

Agent's E-Mail Address rrae@cityofjackson.org

Event Name Eve on the Ave.

Please give a brief description of the proposed special event: Eve on the Ave is a free family oriented New Year's Eve street party. Event includes DJ music, giveaways, and a count down to the New Year complete with a New York-style ball drop and firework display.

Event Day(s) & Date(s) Tuesday, December 31st, 2013 - Wednesday, January 1st, 2014

Event Time(s) 10:00pm - 12:30am.

Set-Up Date & Time 9:00pm Tear-Down Date & Time 12:30am

Event Location Throughout downtown - see enclosed map

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? 13

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 Tuesday 12/31 @ 9pm through Date/Time: Wednesday 1/1/14 @ 12:30am

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

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 _____

CITY OF JACKSON
SPECIAL EVENT APPLICATION, Page 2
Downtown Development Authority
161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410

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? 2,000

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.)
See attachments for street closures. Use of city's bandstand

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.

10/11/2013
Date

Rebecca Rae
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**

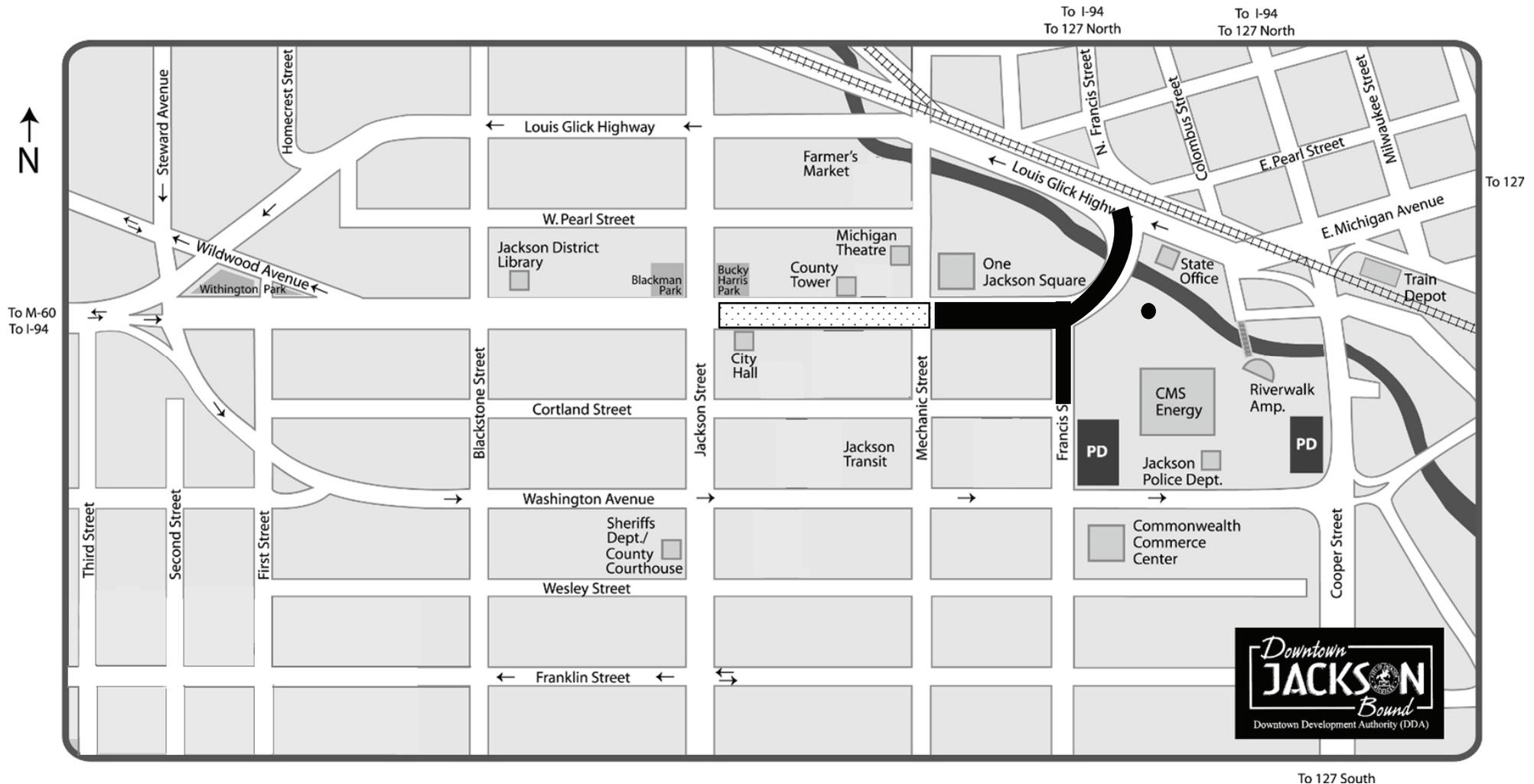
2013 Eve on the Ave

Eve on Ave Event

Tuesday, December 31st 9:00 pm to Wednesday, January 1st 12:30 am Michigan Ave (Jackson St. to Mechanic St.)

Fireworks Safety Containment Area

Tuesday, December 31st 11:00 pm to Wednesday, January 1st 12:30 am Michigan Ave (Mechanic St. to Francis St.) & Francis St (Louis Glick Hwy to Cortland St.)



To 127 South



Jackson Downtown Development Authority

**CITY COUNCIL MEETING
October 8th, 2013**

October 7, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: **Special Event Application: Consideration of a request from Jackson County
Veteran's Council**

RECOMMENDATION: Approval of the request from Jackson County Veteran's Council and to host the Veteran's Day Ceremony on Monday, November 11th from 10:30am to 12:00pm pm in Withington Park with street closure of First St. between Wildwood and Michigan Ave. This event is covered under the City of Jackson insurance policy.

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		\$50
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$200
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$250

Conditions and Considerations:

- Applicant is responsible for removal/cleanup of trash, garbage, and debris
- Any markings on pavement or sidewalk shall be in temporary, ie chalk, material.

Insurance Status: Approved

att: Special Event Application: Veteran's Day Ceremony
Map

JG

CITY OF JACKSON
SPECIAL EVENT APPLICATION

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

Date Received By DDA 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 Downtown Development Authority at least 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: JACKSON COUNTY VETERANS COUNCIL
Organization Address: AMERICAN LEGION POST #29, LANSING AVE., JACKSON, MI 49202
Organization Agent GARY L. STERNAMAN Title: CO-COMMANDER
Phone: (work) RETIRED Phone: (home) 517-531-3481 Phone: (during the event) 517-262-7108
Agent's Address 11754 MACKIE Rd., PARMA, MI 49269
Agent's E-Mail Address adjutantgary@gmail.com
Event Name ANNUAL VETERAN'S DAY SERVICE

Please give a brief description of the proposed special event: _____

Event Day(s) & Date(s) NOVEMBER 11, 2013
Event Time(s) 11 AM
Set-Up Date & Time 11-11-13 AT: 10AM Tear-Down Date & Time 11-11-13 AT: 12NOON
Event Location WITHINGTON VETERANS MEMORIAL PARK, 1ST ST. & MICH. AVE.

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? 60+

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 11-11-13/10am through Date/Time: 11-11-13/12NOON

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

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 _____

CITY OF JACKSON
SPECIAL EVENT APPLICATION, Page 2
Downtown Development Authority
161 W. Michigan ~ Jackson, MI 49201 ~ (517) 768-6410

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? 150

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.)
AS PER THIS SAME EVENT IN PAST YEARS: BAND STAND
WAGON

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.

Oct. 7, 2013
Date

Gary L. Stenman
Signature of Sponsoring Organization's Agent

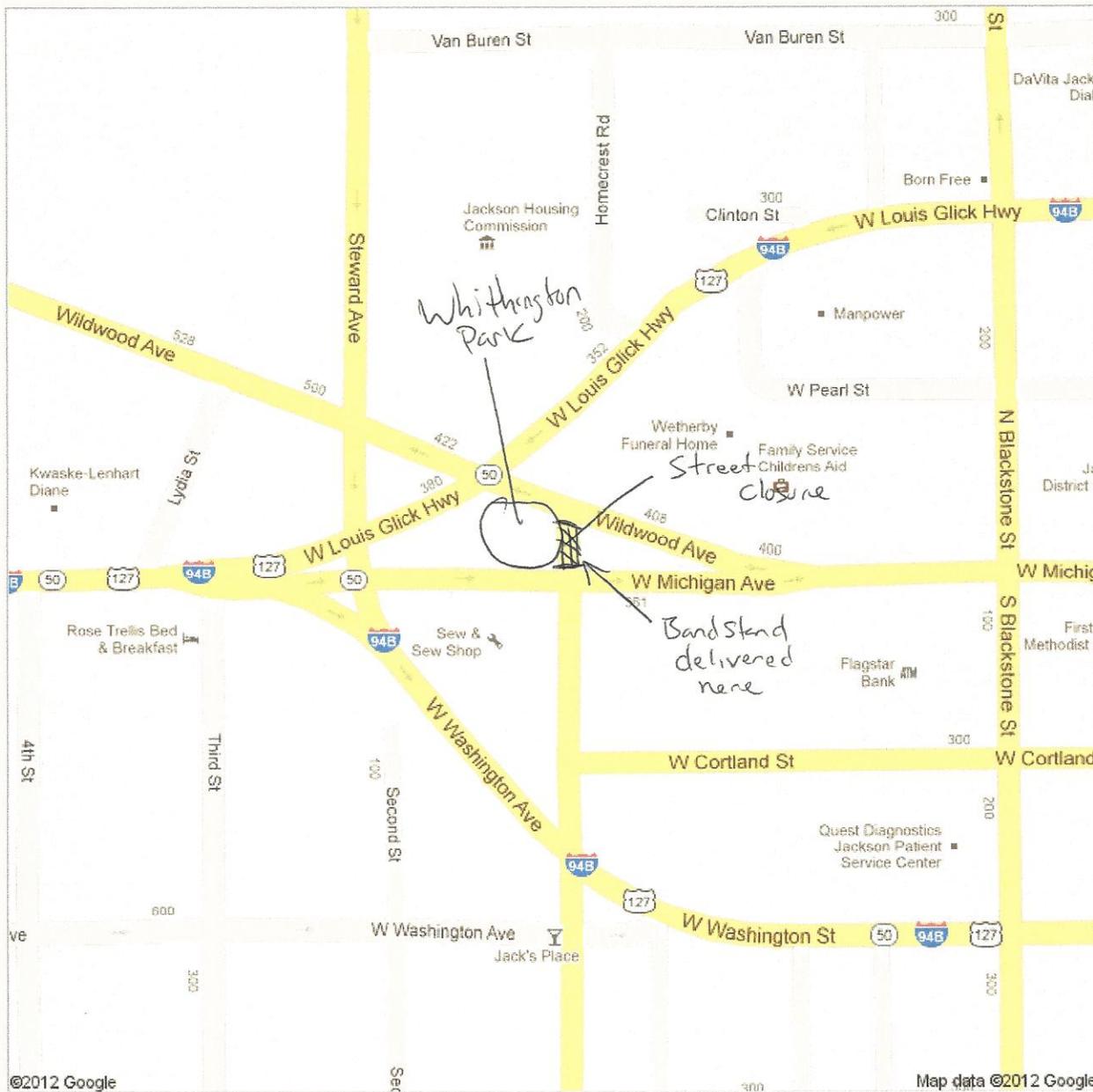
**RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE JACKSON, MI 49201**



Address Jackson, MI

Get Google Maps on your phone

Text the word "GMAPS" to 466453





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
October 8, 2013

MEMO TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Public Hearing and Consideration of a Resolution to Vacate an Alley

RECOMMENDATION:

Public hearing on the request to vacate a 12 foot wide alley running east & west 224 feet from the east line of Francis Street to the west line of Pigeon Street and lying south of lots 9 & 12 and north of lots 10 & 11, Block 11, Root's South Addition, City of Jackson, Jackson County, State of Michigan. Also known as Lot B, Block 11, Root's South Addition, City of Jackson, Jackson County, State of Michigan, and deeded to the City of Jackson for use as a public alley on August 2, 1897, recorded at Jackson County Register of Deeds in liber 154 page 407.

1. Consideration of a resolution approving the vacation.

Attached please find the subject resolution, with supporting documentation, including the staff's recommendation of approval and the City Planning Commission action to recommend approval (with contingencies) of the vacation to the City Council.

Please consider adopting the resolution after the public hearing is held at the October 8, 2013 City Council meeting.

Thank you.

cc: City Manager

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, a petition has been filed by all of the persons, firms, corporations, and entities owning property abutting on or located in, under or over an alley in the City of Jackson, Michigan, for the vacation of said alley, more particularly described as:

A 12 FOOT WIDE ALLEY RUNNING EAST & WEST 244 FEET FROM THE EAST LINE OF FRANCIS STREET TO THE WEST LINE OF PIGEON STREET AND LYING SOUTH OF LOTS 9 & 12 AND NORTH OF LOTS 10 & 11, BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN. ALSO KNOWN AS LOT "B", BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN, AND DEEDED TO THE CITY OF JACKSON FOR USE AS A PUBLIC ALLEY ON AUGUST 2, 1897, RECORDED AT JACKSON COUNTY REGISTER OF DEEDS IN LIBER 154 PAGE 407.

WHEREAS, it is determined that all persons, firms, corporations, and entities who will be affected by said vacation have filed with the City Council their written consent to the same, and that it is necessary for the health, welfare, comfort, and safety of the people of the City to vacate and discontinue such alley;

NOW, THEREFORE, BE IT RESOLVED that the above-described alley be, and the same is hereby vacated, and the land shall revert to the abutting property free from any claim or right on the part of the public and, except as otherwise provided herein, all public claims and rights in and to said alley are hereby forever barred.

BE IT FURTHER RESOLVED that the vacation of the above-described alley is upon the condition that title to all water, sewer, gas, electric, and communication poles, wires, conduits, cables, pipes, lines, and their respective appurtenances and facilities now or hereafter in, under or over said alley are reserved to and shall remain in the respective owners thereof and their successors or assigns, together with an easement and continued right to occupy said alley within the previous right-of-way thereof for public utility purposes, with present and additional facilities, and to operate, repair, maintain, replace or remove the same to the same effect and in the same manner as if said alley remained a public way.

BE IT FURTHER RESOLVED that the vacation of the above-described alley is upon the condition that an Emergency Access Easement be given by the abutting property owners to the City of Jackson to provide ingress and egress, without limitation, for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the premises, owners, occupants and invitees thereof.

BE IT FURTHER RESOLVED that any abutting property owner, and their respective successors, heirs or assigns who wish to erect any structure on, or cause construction to, or otherwise modify or improve the now vacated right-of-way, shall first obtain the written permission of any utility owner who retains a right of occupancy and easement in said vacated right-of-way. Said written permission is required to ensure noninterference with the utility owner's easement and right of occupancy.

* * * * *

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 the 8th day of October, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 9th day of October, 2013.

Andrew J. Wrozek, Jr., City 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

June 6, 2013

Elton Scott
1152 Herbert
Jackson, MI 49202

RE: PETITION FOR ALLEY VACATION – ROCKWELL ALLEY

Elton Scott,

Your petition to vacate Rockwell Alley, located between Francis Street and Pigeon Street, was considered by the City of Jackson Planning Commission on June 5, 2013, and the following motion was made:

Board Member Griffin moved, with support from Commissioner Dobies to **RECOMMEND** the petitioners request to vacate Rockwell Alley between Francis Street and Pigeon Street be approved by City Council with the following conditions:

- The petitioners grant the City an easement to allow emergency access for public safety purposes;
- The petitioners make no improvements or alterations to the vacated alley; and
- In the event that the petitioners erect a fence, access is provided which is acceptable to the City Fire Department.

Yeas- 7 (Polaczyk, Collver, Griffin, Mauldin, Dobies, Stark and Troxel); Nays- 0; Abstain- 0; Absent- 2 (Burtch and Kubish)

The motion passed unanimously on a roll-call vote.

Respectfully Submitted,

Barry Hicks, AICP
Planning Director

Cc: Jon Dowling, City Engineer
Andrew Wrozek, City Clerk
David Taylor, City Assessor
Dave Wooden, Fire Chief
Bethany Smith, Deputy City Attorney



Neighborhood & Economic Operations

Building a Stronger Jackson

161 W. Michigan Avenue • Jackson, MI 49201-1303
Phone (517) 788-4060 • Facsimile (517) 780-4781

PLANNING COMMISSION MEETING JUNE 5, 2013

MEMO TO: Planning Commission

FROM: Barry Hicks, AICP, Planning Director

DATE: May 31, 2013

SUBJECT: Staff Report: Petition to Vacate an Alley Located Between Francis Street and Pigeon Street, North of 1103 Francis Street (Parcel #5-104800000) and 1032 Pigeon Street (Parcel #5-104700000) and South of 1051 Francis Street (Parcel #5-104900000) and 1030 Pigeon Street (Parcel #5-104600000)

MOTION 1: Receive the Staff Report.

HEARING: Conduct a Public Hearing on the Request to Vacate the Alley.

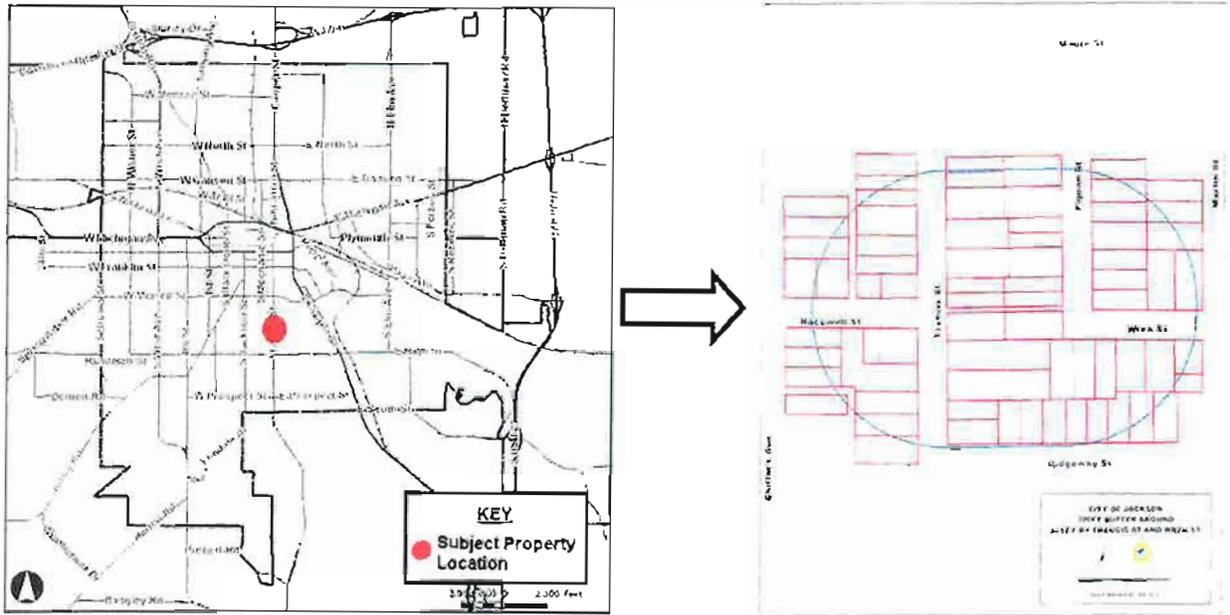
MOTION 2: Consideration of a Petition to Recommend that City Council Vacate an Alley Located Between Francis Street and Pigeon Street, North of 1103 Francis Street (Parcel #5-104800000) and 1032 Pigeon Street (Parcel #5-104700000) and South of 1051 Francis Street (Parcel #5-104900000) and 1030 Pigeon Street (Parcel #5-104600000), in the City of Jackson, Jackson County, State of Michigan (*staff recommends denial*).

Overview and Applicable Zoning Criteria

Applicant:	Elton Scott
Location:	Between Francis Street and Pigeon Street, North of 1103 Francis Street (Parcel #5-104800000) and 1032 Pigeon Street (Parcel #5-104700000) and South of 1051 Francis Street (Parcel #5-104900000) and 1030 Pigeon Street (Parcel #5-104600000)
Application Received Date:	December 14, 2012
Latest Revisions:	None
Zoning:	R-1 one-family residential; R-3 multiple-family residential; and C-2 community commercial
Applicant Requested:	Petition to Vacate an Alley
Staff Recommendation:	Deny Request



Maps



Subject Location Maps



Subject Location Air Photo



Street & Alley Vacation Procedures

The following is the process that a petitioner must follow to vacate a street or an alley:

In order for the City Council to vacate a street or alley a petition to do so must be circulated. The following information must be provided by the applicant on the petition. It is suggested that the petition circulator follow the steps that are set forth below:

1. Obtain this procedure form from the City Clerk's Office
2. Visit the City Assessor's office on the 9th floor of City Hall. The Assessor's office will:
 - a. Determine if the street/alley is public or private. If the street/alley is private, no City Council action is required.
 - b. Prepare and place the legal description on a petition.
 - c. Provide the petition circulator with a listing of all title owners of record for each lot or parcel abutting the street or alley to be vacated, including the names of any land contract purchasers of record, and a copy of a plat map showing the affected properties. (Completion of this process may take a few days.)
3. Review the records of the Jackson County Register of Deeds to confirm that the names of persons with interest in the affected parcels, as supplied by the City Assessor's office, are complete and accurate. In lieu of searching the records, the petition circulator may wish to request a search by a title company. There will be a charge for this service. (FAILURE TO LIST ALL PERSONS WITH INTEREST IN THE AFFECTED PROPERTIES MAY INVALIDATE THE PETITION.)
4. Obtain the signatures of each of the persons listed in the above-described records on the petition provided.
 - a. Signatures must be in the name of each individual with an interest; i.e., Jane Doe and John Doe, not Mr. and Mrs. John Doe.
 - b. Corporations must be signed for by the Chief Executive Officer or authorized person. An authorization or other corporate document naming the individual with authority to sign on behalf of the corporation or entity must be provided to the City with the signed petition.
5. File the completed petition with the City Clerk, and the following steps will be taken by the City of Jackson:
 - a. The City Clerk will place the petition on the City Council agenda for receipt and referral to staff.
 - b. The petition will be reviewed by the City Attorney's office to verify its legality, then forwarded to the City Planning Commission.
 - c. The City Planning Commission staff will conduct their investigation and make a recommendation to the City Planning Commission who will consider the petition.
 - d. The City Clerk's office will receive the recommendation from the City Planning Commission, prepare a resolution, and place the item on the City Council agenda for consideration.

NOTE: Any Vacation by the City of Jackson will be subject to a reservation of utility rights-of-way in the street or alley. Therefore, any building or structure erected may not be permitted if it infringes upon the utility rights-of-way. Further, if you plan to erect a building or structure on a vacated street or alley, make certain that it complies with the City's Zoning Ordinance.



Conclusion and Recommendation

Conclusion

Staff has confirmed that the applicant has followed the procedures as outlined above and received the necessary approvals. The Planning Commission's review and recommendation to Council of this request will satisfy item 5.c. of the process to vacate a street or alley.

The following comments are based on staff's review and findings:

- The Fire Department requests that the alley remain open.

There is limited fire hydrant access near the corner of Pigeon and Wren. There is a fire hydrant with a water main that provides a 480 gallons per minute (gpm) rate of flow near Martin and Wren. This is the closest hydrant to this area. If there ever was ever a fire that involved more than one structure in the area, the Fire Department would not be able to respond due to the low rate of flow.

There is a fire hydrant at the corner of Francis and Rockwell that has a rate of flow of 1,400 gpm, which is adequate to allow the fire department to respond to more than one structure fire in the area at a time. This hydrant is accessible and is a short lay by running a hose through the alley the applicant is requesting that the City close. The alley is the only access to a fire hydrant.

Recommendation

Based on the preceding investigation and conclusions, staff recommends that the Planning Commission present their findings to City Council to **DENY** the petitioners request to vacate the alley due to public safety needs.

Barry Hicks, AICP
Planning Director

Att': Petition
Public Notice

PETITION FOR STREET/ALLEY CLOSING

To the Honorable Mayor
and Members of the City Council
City of Jackson, Michigan

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16.5 FOOT WIDE ALLEY RUNNING EAST & WEST 232 FEET FROM THE EAST LINE OF N BLACKSTONE STREET TO THE WEST LINE OF BLACKMAN AVE AND LYING SOUTH OF LOTS 10 & 13 AND NORTH OF LOTS 9 & 27, BLOCK 2, DURAND'S ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition.

OWNER OF PROPERTY & SIGNATURE/DATE	DESCRIPTION OF PROPERTY	LINEAL FEET OF FRONTAGE*
DALE GAIDE 12405 DEVEREAUX RD ALBION, MI 49224 <i>Dale Gaide</i> 4-2-12	LOTS 10, 11, & S 1/2 OF 12 BLK 2 DURAND'S ADD # 1-024710000; 529 N BLACKSTONE ST 942-649, 966-564	
DALE GAIDE 539 N BLACKSTONE ST JACKSON, MI 49201 <i>Dale Gaide</i> 4-2-12	S 47 FT OF LOT 13 BLK 2 DURAND'S ADD W OF JAY ST # 1-027100000; W/ BLACKMAN AVE 1280-132	
DALE GAIDE 539 N BLACKSTONE ST JACKSON, MI 49201 <i>Dale Gaide</i> 4-2-12	LOT 9 BLK 2 DURAND'S ADD W OF JAY ST # 1-024500000; 527 N BLACKSTONE ST 1944-485	
MICHAEL A. GANSMILLER 3630 KIRBY RD JACKSON, MI 49201 <i>Michael A. Gansmiller</i> 4-2-12	LOT 27 BLK 2 DURAND'S ADD W OF JAY ST # 1-029500000; 532 BLACKMAN AVE 1636-787	

*Required for street vacations only.

Petition Circulated By:

Name: Donald J. Benfield Date: 4-2-12
Address: 1902 Wooster Road Signature: Donald J. Benfield

PETITION FOR STREET/ALLEY CLOSING

To the Honorable Mayor
and Members of the City Council
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 12 FOOT WIDE ALLEY RUNNING EAST & WEST 244 FEET FROM THE EAST LINE OF FRANCIS STREET TO THE WEST LINE OF PIGEON STREET AND LYING SOUTH OF LOTS 9 & 13 AND NORTH OF LOTS 10 & 11, BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN. ALSO KNOWN AS LOT "B", BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN, AND DEEDED TO THE CITY OF JACKSON FOR USE AS A PUBLIC ALLEY ON AUGUST 2, 1897, RECORDED AT JACKSON COUNTY REGISTER OF DEEDS IN LIBER 154 PAGE 407.

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

OWNER OF PROPERTY & SIGNATURE/DATE	DESCRIPTION OF PROPERTY	LINEAL FEET OF FRONTAGE*
ELTON I SCOTT BEVERLY A SCOTT 1152 HERBERT J JACKSON, MI 49202	LOT 11 BLK 11 ROOT'S SOUTH ADD; 5-104800000; 1103 FRANCIS; 1322-383 & 1898-402	122.00 FT
<i>Elton I Scott</i>	" "	"
<i>Beverly A Scott</i>	" "	"
LINDA S BAIRD LE 10351 SANDHILL RD JEROME, MI 49249	LOT 10 BLK 11 ROOT'S SOUTH ADD; 5-104700000; 1032 PIGEON; 1905-969	122.00 FT
ANTHONY JOHANSEN & ALLEN JOHANSEN 1032 PIGEON ST JACKSON, MI 49203 & 1-351 SANDHILL RD JEROME, MI 49249	LOT 10 BLK 11 ROOT'S SOUTH ADD; 5-104700000; 1032 PIGEON; 1910-502 & 1988-646	122.00 FT
<i>Linda S Baird</i>	" "	"
<i>Anthony Johansen</i>	" "	"
<i>Allen Johansen</i>	" "	"

*Needed for street vacations only

Petition Circulated By:

Name: ELTON SCOTT Date: 10/19/12
Address: 1152 HERBERT J Signature: *Elton I Scott*
City, State, Zip: JACKSON, MI 49202 Phone: 517-392-1208

PETITION FOR STREET/ALLEY CLOSING

To the Honorable Mayor
and Members of the City Council
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 12 FOOT WIDE ALLEY RUNNING EAST & WEST 244 FEET FROM THE EAST LINE OF FRANCIS STREET TO THE WEST LINE OF PIGEON STREET AND LYING SOUTH OF LOTS 9 & 12 AND NORTH OF LOTS 10 & 11, BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN. ALSO KNOWN AS LOT "B", BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN, AND DEEDED TO THE CITY OF JACKSON FOR USE AS A PUBLIC ALLEY ON AUGUST 2, 1897, RECORDED AT JACKSON COUNTY REGISTER OF DEEDS IN LIBER 154 PAGE 407.

do hereby respectfully petition you, honorable body, to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

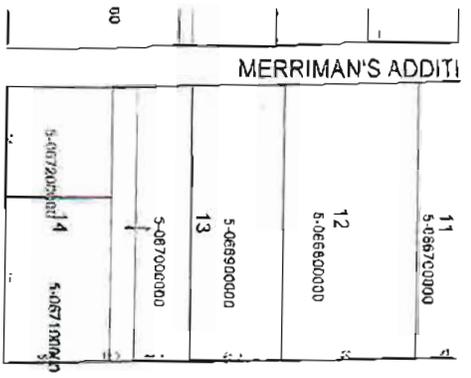
NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

OWNER OF PROPERTY & SIGNATURE/DATE	DESCRIPTION OF PROPERTY	LINEAL FEET OF FRONTAGE*
ANTHONY JOHANSEN 1032 PIGEON ST JACKSON, MI 49203	S 1/2 OF LOT 9 BLK 11 ROOT'S SOUTH ADD; 5-104600000; 1030 PIGEON; 1974-529	122.00 FT
<i>Anthony Johansen</i>	" "	" "
CLIFF REED 1051 FRANCIS ST JACKSON, MI 49203	S 1/2 OF LOT 12 BLK 11 ROOT'S SOUTH ADD; 5-104900000; 1051 FRANCIS; 1968-763	122.00 FT
<i>Cliff Reed</i>		

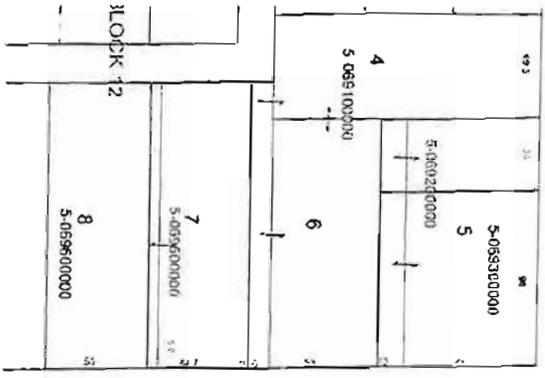
*Needed for street vacations only

Petition Circulated By:

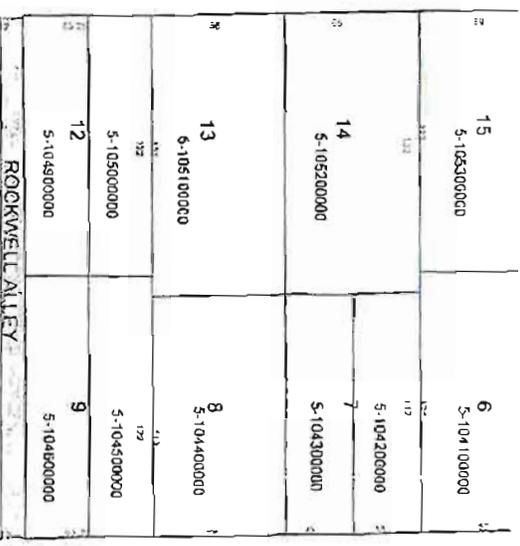
Name: _____ Date: _____
Address: _____ Signature: _____
City, State, Zip: _____ Phone: _____



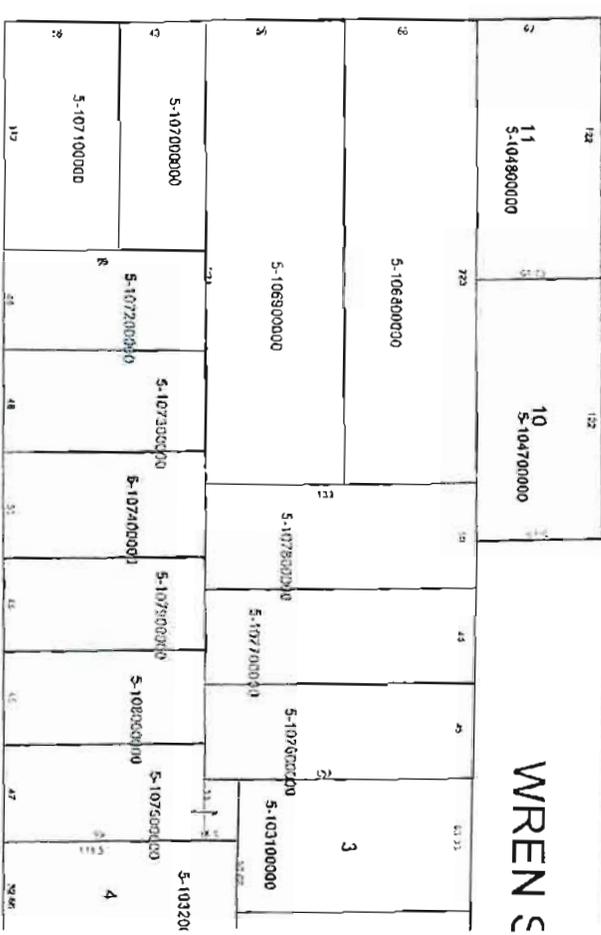
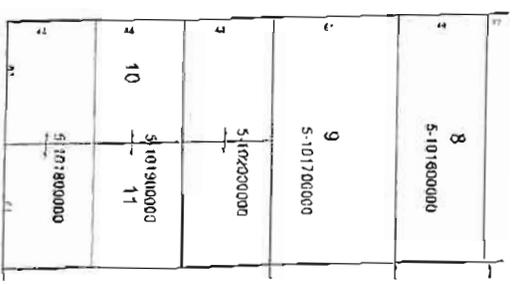
VELL ST



RANCIS ST



REN ST





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

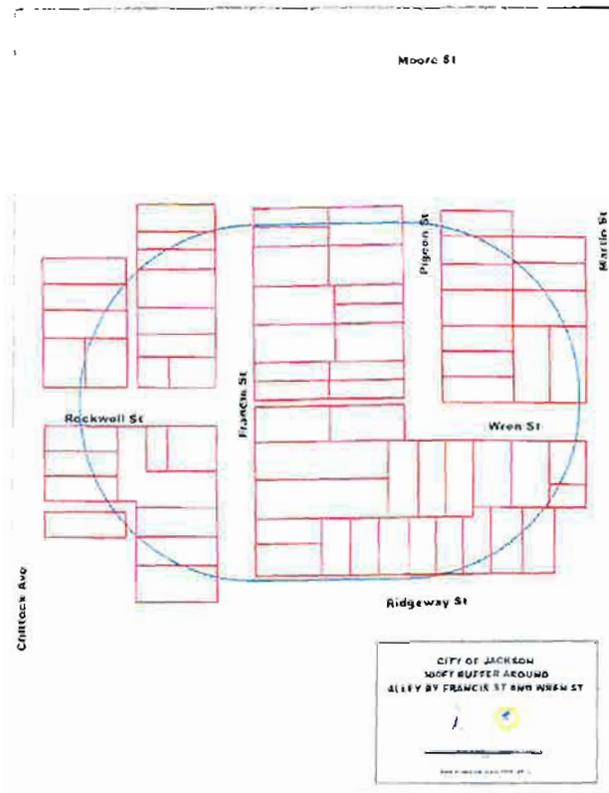
Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

Notice of Public Hearings

The Jackson City Planning Commission and Jackson City Council will hold public hearings to consider a request for the vacation of the alley described as follows:

"A 12 FOOT WIDE ALLEY RUNNING EAST & WEST 244 FEET FROM THE EAST LINE OF FRANCIS STREET TO THE WEST LINE OF PIGEON STREET AND LYING SOUTH OF LOTS 9 & 12 AND NORTH OF LOTS 10 & 11, BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN. ALSO KNOWN AS LOT "B", BLOCK 11, ROOT'S SOUTH ADDITION, CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN, AND DEEDED TO THE CITY OF JACKSON FOR USE AS A PUBLIC ALLEY ON AUGUST 2, 1897, RECORDED AT JACKSON COUNTY REGISTER OF DEEDS IN LIBER 154 PAGE 407."



The request was made by:

Elton Scott
1152 Herbert J Ave.
Jackson, MI 49202

You are invited to attend the public hearings before the City Planning Commission and City Council to be held on:
Planning Commission – Wednesday, June 5, 2013 at 6:30 pm
City Council – Tuesday, June 25, 2013 at 6:30 pm
The meetings will be held in the
City Hall Council Chambers, 2nd floor
161 W. Michigan Avenue

You received this notice because you own property or reside within the general area of the properties listed above. **You are not required to attend the public hearing or respond to this notice.** However, if you are interested in this request, please attend the hearing and/or contact Barry Hicks at (517) 768-6433 or bhicks@cityofjackson.org. Written comments can also be sent to his office, which is located at 161 W. Michigan Avenue, Jackson, MI 49201.

By: Barry Hicks, AICP
Planning Director



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
October 8, 2013

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrew J. Wrozek, Jr., City Treasurer/City Clerk
SUBJECT: Adoption of Ordinance No. 2013.22

RECOMMENDATION:

Final adoption of Ordinance No. 2013.22 an ordinance amending Section 27-180 through 27-201 of Article VI of Chapter 27 of the Code of Ordinances of the City of Jackson, Michigan to bring Chapter 27 of the Code of Ordinances in conformity with the decision of the Michigan Court of Appeals ordering that the City of Jackson cease collection of the fee for stormwater.

Attached please find Ordinance 2013.22 approved by the Council at the September 17, 2013 meeting. Please consider adoption of the ordinance.

C: City Manager

ORDINANCE 2013 - 22

An Ordinance amending Section 27-180 through 27- 201 of Article VI of Chapter 27 of the Code of Ordinances of the City of Jackson, Michigan to bring Chapter 27 of the Code of Ordinances in conformity with the decision of the Michigan Court of Appeals ordering that the City of Jackson cease collection of the fee for stormwater.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to bring Chapter 27 of the Code of Ordinances in conformity with the decision of the Michigan Court of Appeals ordering that the City of Jackson cease collection of the fee for stormwater.

Section 2. That Article VI of Chapter 27 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 27-180. Title.

This article shall be known as the "Stormwater Utility Ordinance" of the City of Jackson.

Sec. 27-181. Purpose.

This article establishes a stormwater utility for the purpose of conducting the city's stormwater management program to protect public health, safety, and welfare; establishes regulations for the use of the stormwater system, and prescribes the powers and duties of certain municipal agencies, departments and officials.

Sec. 27-182. Findings.

The council finds all of the following:

- (1) The constitution and laws of the State of Michigan authorize local units of government to provide stormwater management services and systems that will contribute to the protection and preservation of the public health, safety and welfare, and to the protection of the state's natural resources.
- (2) Property owners influence the quantity, character and quality of stormwater from their property in relation to the nature of the alterations made to property.
- (3) Stormwater contributes to the diminution of water quality, adversely impacting the public health, safety and welfare, and endangering natural resources.

- (4) Control of the quantity and quality of stormwater from developed and undeveloped property is essential to protect and improve the quality of surface waters and ground waters, thereby protecting natural resources and public health, safety and welfare.
- (5) The Federal Clean Water Act and rules and regulations promulgated there under place increased mandates on the city to develop, implement, conduct and make available to its citizens and property owners stormwater management services which address water quality, velocity, and volume impacts of stormwater.
- (6) Water quality is improved by stormwater management measures that control the quantity or quality, or both, of stormwater discharging directly or indirectly to receiving waters, that reduce the velocity of stormwater, or that divert stormwater from sanitary sewer systems.
- (7) The city, having a responsibility to protect the public health, safety, and welfare, has a major role in ensuring appropriate water quality related to stormwater flow.
- (8) Improper management of stormwater runoff causes erosion of lands, threatens businesses and residences and other facilities with water damage from flooding, adversely impacts public health, safety, and welfare, and creates environmental damage to rivers, streams and other bodies of water in Michigan, including the Great Lakes.
- (9) The public health, safety, and welfare are adversely affected by poor ambient water quality and flooding that results from inadequate management of both the quality and quantity of stormwater.
- (10) An adequate funding source is necessary to provide for stormwater management in the city.
- (11) Impervious and pervious surfaces on a given property relate to the volume, rate and/or pollutant loading of stormwater runoff discharged from that property.

Sec. 27-183. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings described in this section.

Administrator is the city engineer or such other person as the city manager may designate.

City shall mean the City of Jackson, Michigan and its authorized agents.

Council shall mean the city council of the City of Jackson, Michigan.

Detention shall mean the prevention of, or to prevent, the discharge, directly or indirectly, of a given volume of stormwater runoff into the stormwater system by providing temporary on-site storage.

Discharge shall mean the flow of water from a project, site, aquifer, drainage basin, or other drainage facility.

Erosion shall mean the wearing or washing away of soil by the action of water.

Impervious area or surface means a surface area which is compacted or covered with material that is resistant to or impedes permeation by water, including but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, or compacted surfaces.

MDNRE shall mean the Michigan Department of Natural Resources and Environment (formerly known as the Michigan Department of Environmental Quality).

NPDES means National Pollutant Discharge Elimination System, a program to issue permits for discharges to receiving waters, established under the Federal Clean Water Act, and administered by the MDNRE.

Operation and maintenance includes any component of a stormwater system expenditure for materials, labor, utilities and other items for the management and uninterrupted operation of the stormwater system in a manner for which the stormwater system was designed and constructed.

Owner shall mean any person, firm, partnership, association, joint venture, corporation or other entity or combination of entities who alone, jointly, or severally with others hold(s) legal or equitable title to any real property. The term "owner" shall also include heirs, successors, and assigns.

Parcel shall mean a tract, or contiguous tracts, of land in the possession of, owned by, or recorded as property of the same claimant person.

Person shall mean any individual, association, organization, partnership, firm, public or private corporation or public agency.

Pervious area or surface is all land area that is not impervious.

Property means any land within the boundary of the city, both publicly and privately owned, including public and private rights-of-way.

Retention shall mean the prevention of, or to prevent, the discharge, directly or indirectly, of any stormwater volume into the stormwater system.

Stormwater means stormwater runoff, snowmelt runoff, footing drain discharges, surface runoff and drainage.

Stormwater management means one or more of the following:

- The quantitative control achieved by the stormwater system of the increased volume and rate of surface runoff caused by alterations to the land.
- The qualitative control achieved by the stormwater system, pollution prevention activities, and ordinances to reduce, eliminate or treat pollutants that might otherwise be carried by stormwater.
- Public education, information, and outreach programs designed to educate and inform the public on the potential impacts of stormwater.

Stormwater management plan shall mean the written documents and plans that contain the following elements which shall be used to guide the stormwater management program:

- September, 2010 City of Jackson, Michigan Stormwater Utility Feasibility Study prepared by Tetra Tech.
- December, 2003 Upper Grand River Watershed Management Plan prepared by Tetra Tech and the June 2006 Update.
- Geographic limits of the City of Jackson.
- Stormwater management services to be provided.
- The planning period covered by the stormwater management plan.
- Projected operation and maintenance and capital expenses for each year of the stormwater management plan planning period including steps taken to reduce expenses.
- Documentation of an analysis undertaken to evaluate the comparative cost-effectiveness of stormwater management alternatives. Projected impervious and pervious areas of each class of property.
- Projected impervious and pervious areas of each class of property.
- A description of the components of the stormwater system owned and operated by the city.

Stormwater management program means one (1) or more aspects of stormwater management undertaken for the purpose of complying with applicable federal, state and local

law and regulation or the protection of the public health, safety, and welfare related to stormwater runoff.

Stormwater pollution prevention initiative (SWPPI). The SWPPI is a document that shows the city's commitments that would be needed to meet the goal of reducing the discharge of pollutants to the maximum extent practicable. It includes the portions of the watershed management plan that are applicable to the city.

Stormwater runoff shall mean flow on the surface of the ground, resulting from precipitation and snowmelt that does not infiltrate into the soil, including material dissolved or suspended in it.

Stormwater system means roads, streets, catch basins, curbs, gutters, ditches, storm sewers and appurtenant features, lakes, ponds, channels, swales, storm drains, canals, creeks, catch basins, streams, gulches, gullies, flumes, culverts, siphons, retention or detention basins, dams, floodwalls, levees, pumping stations, and other like facilities, and natural watercourses and features located within the geographic limits of the city which are designed or used for collecting, storing, treating or conveying stormwater or through which stormwater is collected, stored, treated or conveyed, or any other physical means by which stormwater management is achieved.

Structure shall mean anything constructed or installed with a fixed location on or in the ground.

Surface waters shall mean any receiving waters existing on the surface of the ground, including but not limited to; brooks, streams, rivers, wetlands, ponds, or lakes.

Undeveloped shall mean the condition of a property unaltered by construction or the addition of impervious surface.

User shall mean a firm, person or property that directly or indirectly contributes stormwater to the stormwater system.

Water quality shall mean those characteristics that relate to the physical, chemical, biological or radiological integrity of water.

Water quantity shall mean those characteristics that relate to the rate and volume of the stormwater runoff to downstream areas.

Watershed shall mean an extent of land where stormwater runoff drains downhill into a body of water, such as a river, lake, reservoir, estuary, or wetland. The watershed includes both the streams and rivers that convey the water as well as the land surfaces from which water drains into those channels, and is separated from adjacent watersheds by a topographic divide.

Sec. 27-184. Establishment of a stormwater utility.

A stormwater utility is hereby established by council under the direction of the administrator to conduct the stormwater management program of the city. The stormwater management program

shall include those activities necessary to protect public health, safety, and welfare from stormwater and fulfill the requirements of the city's stormwater NPDES discharge permit, and all successor permits, including but not limited to the following activities:

- (1) Planning, engineering, acquisition, construction, operation, maintenance, installation and debt service costs to acquire, construct, finance, operate and maintain a stormwater system.
- (2) Administering the stormwater management program.
- (3) Acquiring, constructing, improving, enlarging, repairing, enhancing, replacing, financing, operating and maintaining the stormwater system, together with such indirect and overhead costs which are fairly chargeable to such activities pursuant to accepted accounting principles and practices applicable to the city.
- (4) Updating a stormwater management plan.
- (5) Undertaking activities required in order to comply with federal and state law and regulations related to stormwater and permits issued there under.
- (6) Paying drain assessments which are the obligation of the city.
- (7) Providing public education, or information, or outreach related to the stormwater management program or required by federal or state regulations, or required by permits issued to the city by federal or state regulatory bodies.

Sec. 27-185. Stormwater management plan.

The administrator may adopt, amend, or extend a stormwater management plan from time to time. Any such adoption, amendment, or extension shall be approved by resolution of the council.

Sec. 27-186. Miscellaneous charges.

Charges for miscellaneous services provided by the city shall be on a time and materials basis, including direct and indirect costs, as established by the administrator. The administrator may also set charges for the fair share recovery of the cost, including direct and indirect costs, from users for the implementation and operation of any of the following:

- (1) Monitoring, inspection and surveillance procedures.
- (2) Reviewing accidental discharge procedures and construction.
- (3) Stormwater discharge permit applications.
- (4) Annual charges for multi-year permits.

- (5) Other charges as the administrator may deem necessary to carry out the requirements of this article.

Sec. 27-187. Discharge permits.

- (1) A permit is required from the administrator to discharge treated non-stormwater otherwise subject to a discharge prohibition under this article into the stormwater system. The administrator may require each person or firm that applies for use or uses of the stormwater system for non-stormwater purposes to obtain a discharge permit on the form prescribed by the administrator, to be subject to all provisions of this article. A permit may be issued for a period not to exceed five (5) years. The permit shall be subject to modification or revocation for failure to comply or provide safe access or provide accurate reports of the discharge constituents and characteristics. Permits are issued to specific persons or firms for specific operations and are not assignable to another person or firm without the prior written approval of the administrator. Permits are not transferable to another location. Anyone seeking a permit to discharge treated non-stormwater otherwise subject to a discharge prohibition into the stormwater system must do the following:
 - a. File a written statement with the administrator setting forth the nature of the enterprise, the amount of water to be discharged with its present or expected bacterial, physical, chemical, radioactive or other pertinent characteristics.
 - b. Provide a plan map of the building, works or complex with each outfall to the surface waters, sanitary system, storm sewer, natural watercourse or ground waters noted, described and the discharge stream identified.
 - c. Sample, test and file reports with the administrator and the appropriate federal, state, and county agencies on appropriate characteristics of discharges on a schedule, at locations, and according to methods approved by the administrator.
- (2) Every permit to discharge into the stormwater system shall be conditioned upon the permittee providing insurance, security and/or indemnification satisfactory to the administrator protecting the city, city property and persons in the city from loss or damages associated with the permit or permit activities.
- (3) The administrator or other authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of the discharge to the stormwater system. The industrial user may withhold or restrict information if it can establish to the satisfaction of the administrator that release of the information would reveal trade secrets or would otherwise provide an advantage to competitors, except discharge constituents will not be recognized as confidential information.

- (4) At the permittee's expense, the administrator shall carry out independent surveillance and field monitoring, in addition to the self-monitoring required of certain users to ascertain whether the purpose of this article is being met and all requirements are being satisfied.
- (5) The method of determining flow of discharge to the stormwater system shall be approved by the administrator.
- (6) The permit applicant shall acquire and be in full compliance with applicable federal, state and county permits for discharge prior to being granted a permit from the administrator.

Sec. 27-188. Regulations.

- (1) The administrator may adopt regulations implementing this article. These regulations may include, but not be limited to, the following topics:
 - a. The design, operation, management, and maintenance of the stormwater system and for connections to that system.
 - b. Control of the quality and quantity of stormwater from industrial sites by establishing management practices, design and operating criteria.
 - c. Policies establishing the type and manner of service delivery that will be provided by the utility.
 - d. Enforcement policies and procedures.
- (2) These regulations shall take effect thirty (30) days after being filed with the city clerk unless modified or disapproved by the council. Regulations which are modified by council take effect thirty (30) days after the modification.

Sec. 27-189. Stormwater taps.

- (1) Only city employees or licensed contractors, after first obtaining all necessary permits including but not limited to a plumbing permit, street cut permit and sewer tap permit, are authorized to uncover the stormwater system so that existing tees or deep sewer risers installed during public stormwater system construction may be utilized. The connection shall be made only by the city employees or licensed contractors only upon payment of the required connection fee which shall be fixed by the city and shall not be less than the cost of materials, installation and overhead attributable to the installation.
- (2) All costs and expenses incidental to the installation, connection, and maintenance of the stormwater tap and lead shall be borne by the property owner.
- (3) The city employees or licensed contractors will furnish and install stormwater system taps of the size and at the location the applicant requests in writing, provided:

- a. The requests are reasonable;
- b. An adequate stormwater system fronts the premises;
- c. An adequate tee or deep stormwater system riser does not exist for required usage;
- d. A good and safe excavation is provided by the owner(s) or owner's agent for public services area tapping personnel;
- e. The maximum sized direct tapped connection shall not be larger than one-half ($\frac{1}{2}$) the nominal diameter of the stormwater main (e.g., a six-inch maximum tap into a twelve-inch stormwater main). Connections greater than one-half ($\frac{1}{2}$) the nominal diameter of the stormwater main shall be made in a minimum three-foot diameter storm sewer structure or with a manufactured tee fitting.
- f. Existing tees and deep risers shall be utilized along with stormwater leads constructed (stubbed) to the property line at the time the stormwater system was constructed.

management practices of the property. The owner shall remain eligible for credits.

Sec. 27-190. Enforcement.

- (1) No person shall construct or maintain any property, residence or business not in compliance with the standards of this article.
- (2) The administrator and other authorized employees of the city bearing proper credentials and identification shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article.
- (3) No person shall fail to provide any report or other information or perform any duty required by this article.
- (4) If, after reasonable notice, a person fails to comply with this article, the city may cause the work to be done to obtain compliance and shall charge the cost of that work to the person responsible. If the person responsible fails to pay an invoice for charges directed to him or her under this subsection, within thirty (30) days of mailing of said invoice, the city may cause the cost reflected in said invoice to be assessed against the property as a special assessment, pursuant to section 15.7 of the city Charter, and the city may institute an action against the responsible person for the collection of said costs in any court of competent jurisdiction. However, the city's attempt to collect such costs by any process shall not invalidate or waive any lien filed against the property.

- (5) The administrator is authorized to take all steps necessary to immediately halt any discharge of pollutants which reasonably appears to present an imminent danger to the health or welfare of persons or to the environment.
- (6) In case of an emergency involving private stormwater facilities, the administrator may direct that immediate action be taken to correct or abate the condition causing the emergency. City personnel may perform the required work and charge the owner all such related and provable costs. Such costs (if remaining unpaid for thirty (30) days following a bill being sent for their reimbursement) shall constitute a lien on the real property.
- (7) Persons aggrieved by any determination of the administrator in enforcing this article may appeal that determination. Prosecution shall be stayed pending such an appeal.
- (8) In their interpretation and application, the provisions of this article shall be held to be minimum requirements and shall be liberally construed in favor of achieving the purposes of this article, and shall not be deemed a limitation or repeal of any other powers granted by state or federal statutes and regulations.

Sec. 27-191. Violations and penalties.

- (1) *Violation; municipal civil infraction.* Except as provided by section 27-198, and notwithstanding any other provision of the city's laws, ordinances and regulations to the contrary, a person who violates any provision of this article (including, without limitation, any notice, order, permit, decision or determination promulgated, issued or made by the administrator under this article) is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than one thousand dollars (\$1,000.00) per day for each infraction and not more than ten thousand dollars (\$10,000.00) per day for each infraction, plus costs and other sanctions.
- (2) *Repeat offenses; increased fines.* Increased fines may be imposed for repeat offenses. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision of this article (i) committed by a person within any two-year period and (ii) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this article shall be as follows:
 - a. The fine for any offense that is a first repeat offense shall be a minimum of fifteen hundred dollars (\$1,500.00), plus costs.
 - b. The fine for any offense that is a second repeat offense or any subsequent repeat offense shall be a minimum of three thousand dollars (\$3,000.00), plus costs.
- (3) *Amount of fines.* Subject to the minimum fine amounts specified in subsections (1) and (2) of this section, the following factors shall be considered by the court in determining the amount of a municipal civil infraction fine following the issuance of a municipal civil infraction citation for a violation of this article: the type, nature, severity, frequency, duration, preventability, potential and actual effect, and economic benefit to the violator

(such as delayed or avoided costs or competitive advantage) of a violation; the violator's recalcitrance or efforts to comply; the economic impacts of the fine on the violator; and such other matters as justice may require. A violator shall bear the burden of demonstrating the presence and degree of any mitigating factors to be considered in determining the amount of a fine. However, mitigating factors shall not be considered unless it is determined that the violator has made all good faith efforts to correct and terminate all violations.

- (4) *Authorized local official.* Notwithstanding any other provision of the city's laws, ordinances and regulations to the contrary, the following persons are designated as the authorized local officials to issue municipal civil infraction citations directing alleged violators to appear in district court for violations of this article (or, if applicable, to issue municipal civil infraction notices directing alleged violators to appear at a municipal ordinance violations bureau): the city administrator and the city administrator's designees, any sworn law enforcement officer, and any other persons so designated by the city.
- (5) *Other requirements and procedures.* Except as otherwise provided by this section, the requirements and procedures for commencing municipal civil infraction actions; issuance and service of municipal civil infraction citations; determination and collection of court-ordered fines, costs and expenses; appearances and payment of fines and costs; failure to answer, appear or pay fines; disposition of fines, costs and expenses paid; and other matters regarding municipal civil infractions shall be as set forth in Act No. 236 of the Public Acts of 1961, as amended.

Sec. 27-192. Criminal penalties; imprisonment.

Any person who:

- (1) At the time of a violation knew or should have known that his action was contrary to any provision of this article, or contrary to any decision or determination promulgated, issued or made by the city under this article; or (2) Intentionally makes a false statement, representation, or certification in any application, form, notice, report, or record required by this article, or in any other correspondence or communication, written or oral, with the city regarding matters regulated by this article; or (3) Intentionally falsifies, tampers with, or renders inaccurate any report or record required to be maintained by this article; or (4) Commits any other act that is punishable under state law by imprisonment for more than ninety (90) days; shall, upon conviction, be guilty of a misdemeanor punishable by a fine of five hundred dollars (\$500.00) per violation, per day, or imprisonment for up to ninety (90) days, or both in the discretion of the court.

Sec. 27-193. Continuing violation.

Each act of violation, and each day or portion of a day that a violation of this article exists or occurs, constitutes a separate violation subject to the fines, penalties and other sanctions and remedies as provided by this article.

Sec. 27-194. Judicial relief.

The city attorney may institute legal proceedings in a court of competent jurisdiction to seek all appropriate relief for violations of this article. The action may seek temporary or permanent injunctive relief, damages, penalties, costs, and any other relief, at law or equity, that a court may order.

Sec. 27-195. Cumulative remedies.

The imposition of a single penalty, fine, or other sanction or remedy upon any person for a violation of this article shall not preclude (or be a prerequisite for) the imposition by the city or a court of competent jurisdiction of a combination of any or all of those sanctions and remedies or additional sanctions and remedies with respect to the same violation, consistent with applicable limitations on penalty amounts under state or federal laws or regulations. A criminal citation and prosecution of a criminal action against a person shall not be dependent upon and need not be held in abeyance during any civil, judicial, or administrative proceeding, conference, or hearing regarding the person.

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, October 31st is Halloween and children of all ages dress up as goblins, ghosts, ghouls, and “things that go bump in the night”; and

WHEREAS, this has traditionally been a festive and fun event; and

WHEREAS, the City Council wishes to keep the tradition a safe one for children of all ages.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson establishes Halloween hours between 6:00 p.m. and 8:00 p.m. on Thursday, October 31, 2013, and encourages all children to “trick or treat” during that time period, and further encourages residents to turn porch lights on between said hours.

* * * * *

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

I, Andrew Wrozek, City Treasurer/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 October 8, 2013.

IN WITNESS WHEREOF, have hereunto affixed my signature and the seal of the City of Jackson, Michigan on this 8th day of October, 2013.

_____ City Clerk



City Assessor

161 West Michigan Avenue • Jackson, Michigan 49201
Telephone: (517) 788-4033 • Facsimile: (866) 902-7891

CITY COUNCIL MEETING TUESDAY, OCTOBER 8, 2013

MEMO TO: Honorable Mayor and City Councilmembers
FROM: David Taylor, City Assessor 
SUBJECT: Adoption of Revised Special Assessment Policy

RECOMMENDATION: Adopt the proposed Revised Special Assessment Policy

The revised special assessment policy extends the maximum period of time for the repayment of special assessments from ten to fifteen years.

RESOLUTION
REVISED SPECIAL ASSESSMENT POLICY

BY THE CITY COUNCIL:

WHEREAS, The Assessor has requested the Special assessment policy be revised; and

WHEREAS, It has been determined by the Assessor that certain revisions should be made in this policy to reflect changes to City Ordinances, and

WHEREAS, it is his recommendation the policy be changed to reflect same.

NOW, THEREFORE, BE IT RESOLVED that the special assessment policy shall be revised to read as follows:

1. Special assessment calculation shall begin by computing assessment rates in accordance with the City's Special Assessment Ordinance, allocating costs for street construction to all assessable property within a special assessment district.

2. The Assessor shall then apportion those allocated costs between non-assessable general City benefit and specially assessable benefit in accordance with the following chart:

Street Classification	% Non-Assessable General Benefit	Specially Assess
New Construction	20%	80%
All Re-pavements except residential on Principle Arterial, Minor Arterial and Collector Street Classifications	40%	60%
Residential on Principle Arterial re-pavements	85%	15%
Residential on Minor Arterial re-pavements	75%	25%
Residential on Collector re-pavements	50%	50%

3. Streets within the City of Jackson shall be classified as "local streets", except those street segments herein specifically listed as "principal arterial streets", "minor arterial streets", or "collector streets". A list of non-local streets and their classifications is provided as an attachment to this policy, see "Attachment A".

4. For the purpose of special assessments, properties shall be categorized as: "Exempt"*, "Residential"**, and "Non-Residential".

* Exempt properties are those that are owned by a governmental unit or public school.

**Residential properties shall be defined as having four dwelling units or less.

5. Each special assessment as calculated above shall then be reviewed and, where applicable, adjusted so that it does not exceed the following cap or limit related to State Equalized Value of the property:

6. Special assessments for street construction shall not exceed:

A. 15% of SEV for improved parcels.

B. For vacant properties or those with minimal improvements, special assessments for street construction, when compared to the State Equalized Valuation, shall not exceed the following limits:

Street Construction Type and Service	Assessment Cap as a % of SEV
Street re-paving	50%
Paving unpaved open right-of-way with no previously special assessment	200%
Undeveloped and unopened right-of-way	Owner pays full cost

7. Special assessment rolls shall then be prepared by the Assessor in accordance with the following payment periods for special assessments:

a. Meterless Parking Assessments:

Meterless Parking shall be an annual assessment. This annual assessment may be broken down into more than one payment. The payment schedule will be selected at the discretion of the assessor.

b. Delinquent Assessments:

Delinquent Special Assessments shall be spread over no more than two years. Delinquent special assessments may be broken down into more than one payment for each year/installment. The annual installment and payment schedule will be selected at the discretion of the assessor.

c. Street Assessments:

Number of Annual Installments For Street Assessments		
Type of Construction	Assessments Between	Periods Allowed
Mill & Overlay	No more than	10
All other street assessments	\$0 to \$335	1
“	\$335 to 665	2
“	\$665 to \$1000	3
“	\$1000 to \$1,335	4
“	\$1,335 to \$1,665	5
“	\$1,665to \$2000	6
“	\$2,000 to \$2,335	7
“	\$2,335 to \$2,665	8
“	\$2,665 to \$3,000	9
“	\$3,000 to \$3,335	10
“	\$3,335 to \$3,665	11
“	\$3,665 to \$4,000	12
“	\$4,000 to \$4,335	13
“	\$4,335 to \$4,665	14
“	\$4,665 and above	15

The individual assessment amount producing the longest period of time allowed for payment of a special assessment roll, governs the applicable period of time allowed for the entire roll for street assessments.

8. If because of the shape or size of any parcel, or because such residential lot is located on a corner, with street frontage on two (2) or more sides, an assessment thereon for paving or repaving in proportion to its frontage would be unjust or disproportionate to the assessment of other land, the assessor may assess such lot for such number of feet frontage as in his or her opinion would be just.

9. For residential properties on corner lots, pursuant to City Charter provision (272) Sec. 3. An adjustment will be applied to the long side of the lot. The adjustment will be made as a factor of .67 to the front foot cost. The short side of a lot will not receive any adjustment.

10. This resolution shall apply to projects for which the special assessment roll has not been confirmed as of the date of adoption of the resolution.

* * * * *

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 October 8th, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on the 9th day of October, 2013.

_____ Mayor

_____ City Clerk

ATTACHMENT A

PRINCIPAL ARTERIAL STREETS (9000+ ADT)

Brown Street, from Daniel Road to Morrell Street
Cooper Street, from South Street to north City Limits
Daniel Road, from Brown Street to Wildwood Avenue
Fourth Street, from Horton Road to Greenwood Avenue
Ganson Street, from west City Limits to Elm Avenue
Kibby Road, from Denton Road to the City Limits
Louis Glick Highway, from E. Michigan Avenue to W. Michigan Avenue
Lansing Avenue, from the City Limits to Steward Avenue
Michigan Avenue, from Brown Street to Steward Avenue
Michigan Avenue, from Cooper Street to the east City Limits
Morrell Street, from Brown Street to West Avenue
Page Avenue, from Elm Avenue to the east City Limits
Washington Avenue, from Washington NW to Cooper Street
Washington Avenue NW, from Michigan Avenue to Washington Avenue
West Avenue, from the north City Limits to Kibby Road
Wildwood Avenue, from Daniel Road to Wisner Street
Wisner Street, from Boardman Road to Wildwood Avenue

MINOR ARTERIAL STREETS (4500-9000 ADT)

Argyle Street, from Brown Street to West Avenue
Blackstone Street, from Washington Avenue to Lansing Avenue
Brown Street, from Morrell Street to Denton Road
Denton Road, from Brown Street to Kibby Road
Elm Avenue, from High Street to the north City Limits
First Street, from Greenwood Avenue to Morrell Street
Francis Street, from South Street to Cooper Street
Ganson Street, from Elm Avenue to east City Limits
Greenwood Avenue, from Fourth Street to Wilkins Street
High Street, from Randolph Street to South Street
Horton Road, from Fourth Street to Park Road
Jackson Street, from Wilkins Street to Ganson Street
Kibby Road, from West Avenue to Denton Road
Lansing Avenue, from Steward Avenue to Blackstone Street
Monroe Street, from Wisner Street to West Avenue
Morrell Street, from West Avenue to Elm Avenue
North Street, from Wisner Street to Elm Avenue
Page Avenue, from East Michigan Avenue to Elm Avenue
Prospect Street, from Fourth Street to Cooper Street
South Street, from Cooper Street to Losey Street
Steward Avenue, from Lansing Avenue to Michigan Avenue
Stonewall Road, from Horton Road to Park Road
Waterloo Avenue, from Michigan Avenue to Ganson Street
West Avenue, from Kibby Road to Fourth Street

MINOR ARTERIAL STREETS (4500-9000 ADT) continued

Wildwood Avenue, from west City Limits to Daniel Road
Wildwood Avenue, from Wisner Street to Michigan Avenue
Wilkins Street, from Greenwood Avenue to Jackson Street
Wisner Street, from Michigan Avenue to Wildwood Avenue

COLLECTORS (1100-4500 ADT)

Blackstone Street, from Lansing Avenue to Monroe Street
Blackstone Street, from Morrell Street to Washington Avenue
Clinton Road, from Monroe Street to Lansing Avenue
Cortland Street, from First Street to Francis Street
East Avenue, from Washington Avenue to Michigan Avenue
Elmdale Drive, from Hickory Street to S. Jackson Street
First Street, from Morrell Street to Wildwood Avenue
First Street, from Prospect Street to Greenwood Avenue
Fourth Street, from Greenwood Avenue to W. Michigan Avenue
Franklin Street, from Brown Street to Cooper Street
Gorham Street, from Page Avenue to Ganson Street
Griswold Street, from West Avenue to Fourth Street
Hickory Street (Ella Sharp Park), from Fourth Street to Elmdale Drive
High Street, from Wisner Street to Randolph Street
Jackson Street, from Elmdale Drive to Wilkins Street
Linden Avenue, from Fourth Street to Prospect Street
Losey Street, from South Street to High Street
Mechanic Street, from Morrell Street to Ganson Street
Michigan Avenue, from Steward Avenue to Francis Street
Monroe Street, from West Avenue to Cooper Street
North Street, from Brown Street to Wisner Street
Pearl Street, from N. Francis Street to Waterloo Avenue
Pearl Street, from Louis Glick Highway to Mechanic Street
Plymouth Street, from Waterloo Avenue to Page Avenue
Porter Street, from Cooper Street to Waterloo Avenue
Randolph Street, from Brown Street to High Street
Trail Street, from Mechanic Street to Cooper Street
Trail Street, from Steward Avenue to Jackson Street
Washington Avenue, from Brown Street to Washington Avenue NW
Washington Avenue, from Cooper Street to Elm Avenue
Waterloo Avenue, from Ganson Street to Porter Street
Waterloo Avenue, from Plymouth Street to Michigan Avenue
Wisner Street, from High Street to Michigan Avenue
Woodbridge Street, from Prospect Street to Greenwood Avenue

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
October 8, 2013
NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Smith, Interim City Attorney
DATE: September 26, 2013
SUBJECT: Fee Resolution for Violations of Provisions on Leaves.

RECOMMENDATION: Approve the Leaves Fine Resolution.

Attached please find a Fine Resolution which sets a fine of up to \$100.00 for violations of Section 23-43 of the Code (placement of leaves in streets and public ways). There is also an additional fine of \$25.00 per day that the violation continues to exist.

The fine was determined based on discussions with the Director of Police and Fire Services, the Department of Public Works and the City Manager. This fine would be levied in an action before the City's Administrative Hearings Bureau, in addition to costs. Costs are estimated to be \$110.00. Also, by the terms of Section 23-43, if the Department of Public Works were to pick up the leaves, the property owner would be assessed those costs as well.

The requisite action is to approve the Resolution.

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

cc w/att: Patrick H. Burtch, City Manager

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson has created the City of Jackson Administrative Hearings Bureau to enforce violations designated as blight violations under the City of Jackson Code of Ordinances; and

WHEREAS, the City of Jackson wishes to give guidance in the establishment of fines assessed to Respondents for blight violations by Administrative Hearings Officers;

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson establishes the following fines for certain blight violations in addition to other penalties permitted by law:

- A. Violations of Section 23-43 – Leaves in public ways.

For violations of Section 23-43 of the Code of Ordinances, a Respondent may be assessed a fine of up to \$100.00 per violation plus a fine of up to \$25.00 for each day that a violation continued or continues to exist.

For a second or subsequent violation of Section 23-43 of the Code of Ordinances, a Respondent may be assessed a fine of up to \$150.00 per violation for each day that a violation continued or continues to exist.

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 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.

Andrew J. Wrozek, Jr. City 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 October 8, 2013

TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: Approve the Resolution to Reprogram Excess Program Income to the John George Home to Install Emergency Return Unit

RECOMMENDATION

Approve the attached Resolution reprogramming \$5,600 in CDBG excess program income to the John George Home to install an Emergency Return Unit to the elevator.

During Program Years 2008 and 2009, the City of Jackson allocated CDBG funds to the John George Home enabling it to complete a multi-phased project to remove an antiquated exterior steel open fire escape, unusable by most of the elderly residents, and replace it with an elevator and staircase large enough for emergency personnel ingress and egress. On Wednesday, September 25, 2013, an accident in the Consumers Energy's Oak and Trail substation required the unanticipated shutdown of electrical power to approximately 4,000 residents and businesses in the area to allow for a safe rescue operation. Unfortunately, that shutdown trapped a very frail resident in the elevator for over 30 minutes until elevator maintenance personnel were able to free him.

Administration at the John George Home realized they could not allow this situation to possibly repeat itself in the future, especially considering the frailty of its elderly residents. John George Home staff contacted Otis Elevator Company to obtain a cost estimate to install a battery backup system for the elevator. Otis provided an estimate of \$5,603.75 to install an Emergency Return Unit (Aut-O-Safe) on the elevator, which is designed to return the elevator car to the lowest landing within 12 seconds at normal speeds and to turn off after four (4) minutes.

Neighborhood & Economic Operations staff responsible for administration of the City's CDBG funds recommend the approval and funding of this



Consumers Energy employee suffers 'pretty serious' injuries at substation; 4,000 customers without power

Loading Photo Gallery

Danielle Salisbury | Danielle_Salisbury@mlive.com By **Danielle Salisbury | Danielle_Salisbury@mlive.com**

on September 25, 2013 at 3:30 PM, updated September 25, 2013 at 5:15 PM

JACKSON, MI -- A **Consumers Energy employee went to Allegiance Health on Wednesday afternoon with** potential burns suffered at a substation at the corner of Oak and Trail streets.

When firefighters arrived about 2:45 p.m., the man was in an electrical structure higher than the surrounding fence line. He was unable to free himself, Assistant Chief Steve Childs said.

Firefighters expected the man to go to the University of Michigan Medical Center, and soon after Jackson Community Ambulance took the worker to Allegiance, a blue and yellow helicopter flew over the area.

His injuries were "pretty serious," Jackson police Sgt. Rich Cook said, but the man was speaking.

Childs said employees were able to get the man down using a "bucket unit."

He was not sure what the man was doing before the incident. According to Consumers, he was involved in construction or maintenance work.

People in the area reported hearing a loud noise or loud noises. Travis Gerry, who was staying with a nephew in the neighborhood, said he heard about seven "explosions." It sounded like two cars hitting each other, he said. People then were yelling and screaming, he said. "It was kind of scary."

Consumers Energy Senior Public Information Director Brian Wheeler confirmed it was a Consumers employee injured at the Oak Street Substation. He released little other information.

An investigation was ongoing. Several employees from the utility company remained at the substation shortly after 4 p.m.

About 4,000 customers were without power about the same time the injury was reported. Power was restored by 3:25 p.m., Wheeler said.

Wheeler said **Consumers voluntarily turned off power to various surrounding stations and power lines as a precautionary measure, affecting about 4,000 customers in and around Jackson.**



John George Home, Inc.

1501 E. Ganson Street • Jackson, Michigan 49202
Phone (517) 783-4134 • FAX (517) 783-0872

September 30, 2013

Administration

Carrie Good
Administrator
Gwen Hamel
Business Manager

Board of Directors

Martin J. Griffin
President
Lieutenant Elmer Hitt
Vice President
Jason Idziak
Secretary
Robert M. Smith, CPA
Treasurer
Kevin "Kip" Cunningham
Immediate Past President

Deborah Craft
Robert M. Craft
Cheri Lyn Deary, RN
Alessandro DiNello
Dr. Robert Doane
Lynn Everts
David Garcia
Kevin Thomson
Kelly Williams

Emeritus

Charles H. Aymond
John Campau, President
Marguerite Daly
Michael McGowan
Thomas North
Father Bernard Reilly

City of Jackson
Michelle Pultz
161 W. Michigan Ave
Jackson, MI 49201

Dear Michelle,

The John George Home recently experienced a difficult situation when a resident got stuck in the elevator during a power outage. It was a very frightening experience for him given his fragile physical and mental health. He was in the elevator for over 30 minutes and the situation could have been devastating if he had a medical emergency. We were unable to help him without the elevator maintenance personnel and had to wait for his arrival. The John George Home prides itself in safety and must address this issue as soon as possible.

It is our hope that the City of Jackson will consider a request in the amount of \$5,603.75 to install a battery backup for the elevator so that this never happens to another resident, staff or visitor. This backup system will automatically bring the elevator car to the closest floor when there is an outage.

I am unable to secure three bids for this project due to the specific nature of the brand and component for this elevator. We have a maintenance contract with Otis and cannot add equipment to their product without compromising this contract. They did reduce the price for us to assist with the purchase.

Please let me know if you require additional information on this project. We appreciate the support that the City of Jackson has provided to the gentlemen of the John George Home.

Please don't hesitate to contact me with any questions.

Sincerely,

Carrie A. Good, MA
Administrator



OTIS

DATE: 09/25/2013

TO:
John George Home
1501 E Ganson St
Jackson, MI 49202

FROM:
Otis Elevator Company
One Jackson Square, Rm B50
Jackson, MI 49201

EQUIPMENT LOCATION:

John George Home
1501 E Ganson Street
Jackson, MI 49202

PROPOSAL NUMBER: MRWCR09251331

MACHINE NUMBER(S) : 247793

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

ELEVATOR SAFETY UPGRADE AND IMPROVEMENT

As your selected service vendor, we feel it is our responsibility to inform you when new, safer, more dependable technology becomes available. We wish to limit your potential liability. Please consider making these upgrades to your elevator.

AUT-O-SAFE®

We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely.

Four to six seconds after a power failure has been sensed, an electronic timer in the ERU is designed to turn on an inverter (converting DC battery power into elevator operating voltages). Six seconds later, the device is designed to send a signal to the microprocessor to disengage the hall and car floor buttons, close the door(s), and open the valve to return the car to the lowest landing at normal speed.

When the car reaches the lowest landing, the ERU is designed to open the door(s) for a preset time. The device is also designed to allow the DOOR OPEN button to continue to operate normally to allow passengers to exit safely. After all passengers have exited, the car remains parked with the door(s) closed. To preserve battery life, the ERU is designed to turn off after four minutes.

If all elevator controls are in normal position, the elevator will be able to resume normal operation when building power is restored. Once main power has returned, it takes from six to 24 hours for the batteries to become fully charged, depending on the amount of power consumed in performing an ERU operation.

WORK BY OTHERS

Others are to provide an auxiliary contact on the main line disconnect switch and run two #18 wires from this auxiliary contact to the elevator controller such that when the main line disconnect switch is in the ON

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows. A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work, of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us, and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

position, the auxiliary contact is closed and opens mechanically when the main line disconnect switch is placed in the OFF position.

We will include all engineering, wiring, print, software, and control changes. All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The price quoted below does not include sales tax or applicable permits (unless specified) and assumes that all work will be scheduled based on availability of material and manpower to complete the job efficiently. A local Otis Representative will contact you to schedule the work. All work will be performed during the regular working days and hours of the Elevator Trade.

PRICE: \$ 5,603.75
Five thousand six hundred three dollars and seventy-five cents

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 5,603.75. This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Michael Floyd
 Title: Account Manager

Accepted in Duplicate

CUSTOMER		Otis Elevator Company	
Approved by Authorized Representative		Approved by Authorized Representative	
Date: _____		Date: _____	
Signed: _____		Signed: _____	
Print Name: - _____		Print Name: <u>Doug Datema</u>	
Title - _____		Title <u>General Manager</u>	
E-mail: _____			
Name of Company - _____			

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent: _____
 (Name of Principal or Owner)

City of Jackson, Michigan
 Resolution to Amend the Fiscal Year 2012/2013 (Year 38)
 and 2013/2014 (Year 39) CDBG Budgets

Whereas, the U.S. Department of Housing and Urban Development approved the Community Development Block Grant (CDBG) activities for fiscal years 2012/2013 (Year 38) and 2013/2014 (Year 39); and

Whereas, in Year 38 receipts from program income in excess of budgeted expenses were received; and

Whereas, the City Council desires to appropriate additional program income from Year 38 to be made available for use in Year 39 for the John George Home rehabilitation activity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby amends the subject budgets as follows:

<u>Account #</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Change</u>
Entitlement Year 38 (2012/2013)				
286-000-038-698.012	Other Program Income	18,750	24,350	5,600
286-743-038-969.039	Contribution to Year 39	55,000	60,600	5,600
Entitlement Year 39 (2013/2014)				
286-000-039-695.038	Contribution from Year 38	55,000	60,600	5,600
286-723-039-816.001	John George Home	15,000	20,600	5,600

* * * * *

State of Michigan }
 County of Jackson } ss
 City of Jackson }

I, Andrew J. Wrózek Jr., City Treasurer/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 the 8th day of October, 2013.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 9th day of October, 2013.

 Andrew J. Wrózek Jr. City Treasurer/Clerk



Neighborhood & Economic Operations

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CITY COUNCIL MEETING October 8, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Resolution for Approval of Contract with MDOT for Monroe Street-
Clinton Road to West Avenue

RECOMMENDATION: Approval of the resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Monroe Street reconstruction from Clinton Road to West Avenue, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.

Attached is a resolution to enter into a contract with the Michigan Department of Transportation for Monroe Street reconstruction from Clinton Road to West Avenue. This project includes hot mix asphalt paving, aggregate base, concrete curb and gutter, sidewalk ramp, pavement marking work and other necessary related work.

The total construction cost of this project is estimated at \$114,200.00. Federal funding will cover 81.85% of the cost for the street portion of the project. The City portion of the project will be paid from major street funds. The breakdown is as follows:

Street Construction Federal Funding:	\$93,500.00
Assessments:	<u>20,700.00</u>
Total:	\$114,200.00

We are requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

Please do not hesitate to contact us if you should have any questions.

JHD:sms

c Andrew J. Wrozek, Jr., City Treasurer/Clerk
Troy R. White, P.E., Senior Civil Engineer
Lucinda Schultz, Accounting Manager

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Monroe Street between Clinton Road and North West Avenue is in need of pavement improvements; and

WHEREAS, the City has received Federal Funding for 81.85% for the road portion of this project; and

WHEREAS, the cost-participation agreement and contract for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$114,200.00 with the Federal share being \$93,500.00 and the City share being \$20,700.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction on Monroe Street between Clinton Road and North West Avenue; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract with the Michigan Department of Transportation for the pavement improvements and sidewalk ramp upgrades; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract documents on behalf of the City.

* * * *

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

I, Lynn Fessel, 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 the 8th day of October, 2013.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 9th day of October, 2013.

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

STP

DA

Control Section	STUL 38409
Job Number	120367
Project	STP 1338(023)
Federal Item No.	HH 9001
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	13-5562

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 10, 2013, attached hereto and made a part hereof:

Reconstruction work along Monroe Street from North West Avenue to Clinton Road; including hot mix asphalt paving, aggregate base, concrete curb and gutter, sidewalk ramp, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the

PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

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

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the

DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:
Walter DeLong
Administrator
Real Estate
for Matt DeLong

9-25-13
Date

September 10, 2013

EXHIBIT I

CONTROL SECTION	STUL 38409
JOB NUMBER	120367
PROJECT	STP 1338(023)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$114,200
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$114,200
Less Federal Funds	<u>\$ 93,500</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 20,700

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

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

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



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CITY COUNCIL MEETING October 8, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Resolution for Approval of Contract with MDOT for Blackstone-Washington to Glick

RECOMMENDATION: Approval of the resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Blackstone Street reconstruction from Washington Avenue to Louis Glick Highway, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.

Attached is a resolution to enter into a contract with the Michigan Department of Transportation for Blackstone Street reconstruction from Washington Avenue to Louis Glick Highway. This project includes hot mix asphalt cold milling and resurfacing, sidewalk ramp, traffic signal, concrete curb and gutter, tree removal and pavement marking work and other necessary related work; and, water main, sanitary sewer and stamped concrete sidewalk work, and all together with necessary related work.

The total construction cost of this project is estimated at \$844,400.00. Federal funding will cover 81.85% of the cost for the street portion of the project. The City portion of the project will be paid from major street, water and sewer funds. The breakdown is as follows:

Street Construction Federal Funding:	\$382,400.00
Water Funds	359,100.00
Sewer Funds	18,100.00
Assessments:	<u>84,800.00</u>
Total:	\$844,400.00

We are requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

Please do not hesitate to contact us if you should have any questions.

JHD:sms

c Andrew J. Wrozek, Jr., City Treasurer/Clerk
Troy R. White, P.E., Senior Civil Engineer
Lucinda Schultz, Accounting Manager

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Blackstone Street between Washington Avenue and Louis Glick Highway is in need of pavement improvements, curb and gutter replacement, water main and sanitary sewer upgrades and stamped concrete repair; and

WHEREAS, the City has received Federal Funding for \$382,400.00 or 81.85% for the street portion of this project; and

WHEREAS, the cost-participation agreement and contract for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$844,400.00 with the State share being \$382,400.00 and the City share being \$462,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction on Blackstone Street between Washington Avenue and Louis Glick Highway; and

BE IT FURTHER RESOLVED that the City Council does approve entering into a contract with the Michigan Department of Transportation for work along Blackstone Street from Washington Avenue and Louis Glick Highway; including hot mix asphalt cold milling and resurfacing, sidewalk ramp, traffic signal, concrete curb and gutter, tree removal and pavement marking work and other necessary related work; and, water main, sanitary sewer and stamped concrete sidewalk work, and all together with necessary related work

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract documents on behalf of the City.

* * * *

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 aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 8th day of October, 2013.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 9th day of October, 2013.

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

STP

DA

Control Section	STUL 38409
Job Number	120365
Project	STP 1338(022)
Federal Item No.	HH 9000
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	13-5561

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 10, 2013, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along Blackstone Street from Washington Avenue to Glick Highway; including sidewalk ramp, traffic signal, concrete curb and gutter, tree removal, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain, sanitary sewer, and stamped concrete sidewalk work along Blackstone Street from Washington Avenue to Glick Highway; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and

has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF JACKSON

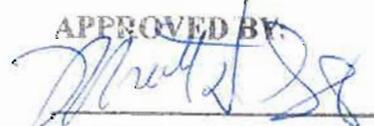
MICHIGAN DEPARTMENT
OF TRANSPORTATION

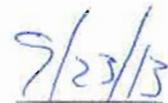
By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:

Administrator
Real Estate


Date

September 10, 2013

EXHIBIT I

CONTROL SECTION STUL 38409
JOB NUMBER 120365
PROJECT STP 1338(022)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$467,200	\$377,200	\$844,400

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$467,200	\$377,200	\$844,400
Less Federal Funds	<u>\$382,400</u>	<u>\$ -0-</u>	<u>\$382,400</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 84,800	\$377,200	\$462,000

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

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

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



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 October 8, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Resolution for Approval of Resolution to Adopt Michigan Department of Transportation Title VI Plan

RECOMMENDATION: Approval of the City of Jackson Title VI Plan and approval of the resolution adopting the Limited English Proficiency (LEP) Plan and authorization for the Mayor and City Manager to execute the appropriate contract documents.

The City of Jackson was contacted in July by the Michigan Department of Transportation (MDOT) that we need to have a Title VI Plan on file in order to receive federal highway funds (see attached letter). City staff has been working with MDOT staff to develop the attached Title VI Plan.

We are requesting that the City Council approve the Title VI Plan, approve the resolution adopting the Limited English Proficiency Plan, authorize the Mayor and City Manager to sign the Non-Discrimination Policy Statement and authorize the Mayor to sign the Title VI Assurances.

Please do not hesitate to contact us if you should have any questions.

JHD:sms



STATE OF MICHIGAN

RICK SNYDER

DEPARTMENT OF TRANSPORTATION

KIRK T. STEUDLE

GOVERNOR

LANSING

DIRECTOR

July 24, 2013

Martin J. Griffin, Mayor
City of Jackson
161 West Michigan Avenue
Jackson, Michigan 49201

Dear Mayor Griffin:

Title VI of the Civil Rights Act of 1964, and related statutes state that, "No person in the United States shall on the grounds of race, color, or national origin, sex, age, disability, or socio-economic status, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance". The Civil Rights Restoration Act of 1987 restored the full intent of Title VI to require compliance by all federal-aid recipients and sub-recipients whether their programs or activities are federally funded or not.

Related to Title VI, Executive Order 12898, Limited English Proficiency and Executive Order 13166, Environmental Justice was enacted to ensure non-discrimination against low-income populations, minority populations and persons who have limited ability to speak, write, or understand English. These Executive Orders require recipients and sub-recipients to address Environmental Justice and Limited English Proficiency in consideration of and approach to any program, service, or activity receiving federal-financial assistance, in their Title VI Plans.

Our records indicate that the Michigan Department of Transportation (MDOT) does not have a Title VI Plan on file for the City of Jackson.

A Title VI Plan is required *prior to the receipt* of federal financial assistance. *If you have ever entered into a contract with MDOT for federal highway funds or have received assistance from the Federal Highway Administration (FHWA) in relationship to an MDOT project, you must have a Title VI Plan.*

Failure to comply with this requirement may place you in deficiency status until you have complied with the regulation as specified in 23 CFR Part 200 and 49 CFR Part 21. You must verify that your organization meets compliance requirements by completing and submitting the enclosed "Sub-Recipient Application for Certification of Title VI and EEO Compliance and Assurances - form 0106."

YOU HAVE 90 CALENDAR DAYS (8/23/13) FROM RECEIPT OF THIS CORRESPONDENCE TO HAVE YOUR FINAL COMPLETED PLAN IN PLACE AND POSTED ON YOUR WEBSITE. YOUR INITIAL DRAFT PLAN MUST BE SUBMITTED FOR REVIEW BY OUR OFFICE WITHIN 30 DAYS (10/22/13); SO THAT WE MAY ASSIST YOU IN ENSURING THAT YOUR TITLE VI PLAN IS IN COMPLIANCE WITH THE REGULATIONS. PLEASE NOTE THAT YOUR FINAL DRAFT

MURRAY D. VAN WAGONER BUILDING • P.O. BOX 30050 • LANSING, MICHIGAN 48909

www.michigan.gov • (517) 373-2090

PLAN MUST BE REVIEWED AND RECEIVE APPROVAL BY OUR STAFF PRIOR TO SENDING IT TO YOUR CITY COUNCIL FOR ADOPTION.

At a minimum, your Title VI Plan must include:

- Title VI Assurances signed by the City Manager or other appropriate executive or responsible authority
- Appendix A, B, and C must be inserted in every contract or sub-contract (enclosed for your reference)
- Local Public Agency (LPA) Plans must include at a minimum:
 - Designation of a Title VI Coordinator and/or EEO Officer with full authority to implement the Title VI Plan and related statutes
 - Internal compliance reviews of all programs
 - Public outreach and education plan
 - Training programs for staff and others
 - Complaint procedures including time limits for responding
 - Procedures for identifying and addressing Title VI Issues
 - Annual reporting methods on the status of Title VI compliance
 - Methods to prevent discrimination in policy, programs, and procedures
 - Data collections procedures and methods
 - Prevention of discrimination by ensuring fairness in sub-contracting
 - Assurances against discrimination in employment
 - Limited English Proficiency Plan (LEP)
 - Environmental Justice Plan (To address the effects of projects on low-income populations and minority populations)
 - Retaliation clause

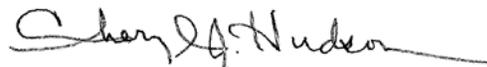
Once you have determined who the Title VI Coordinator will be for your organization, please have them contact one of the following individuals to receive the Title VI & LEP Plan template documents that should be used to create the initial draft document(s) for our review:

Teshia Johnson
Civil Rights Program Compliance Technician
Michigan Department of Transportation
(517) 241-7462
Fax: 517-335-2785
Johnsont35@michigan.gov

Katherine Russman
Student Assistant
Michigan Department of Transportation
(517) 335-2381
Fax: 517-335-2785
Russmank@michigan.gov

I look forward to working with you to ensure non-discrimination. The work you do is vital to the economic vitality of our state and the nation, and requires that public funds be used for the benefit of all in a fair and equitable manner.

Sincerely,



Cheryl J. Hudson
EEO Officer

Enclosure(s)



CITY OF JACKSON

TITLE VI

NON-DISCRIMINATION PLAN

161 West Michigan Avenue
Jackson, MI 49201
Phone: (517) 788-4160
Fax: (877) 509-5389
Website: www.cityofjackson.org

Title VI Coordinator:
Jon H. Dowling, P.E., City Engineer
Phone: (517) 788-4160
Fax: (877) 509-5389
Email: jdowling@cityofjackson.org

A RESOLUTION OF THE
CITY OF JACKSON
ADOPTING THE
LIMITED ENGLISH PROFICIENCY (LEP) PLAN

WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency Plan was drafted to define how the City of Jackson will accommodate persons with Limited English Proficiency; and

WHEREAS, individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson approve and adopt the Limited English Proficiency Plan for the City of Jackson.

Adopted the ___ day of _____, ____

Andrew J. Wrozek, Jr.
City Treasurer/Clerk

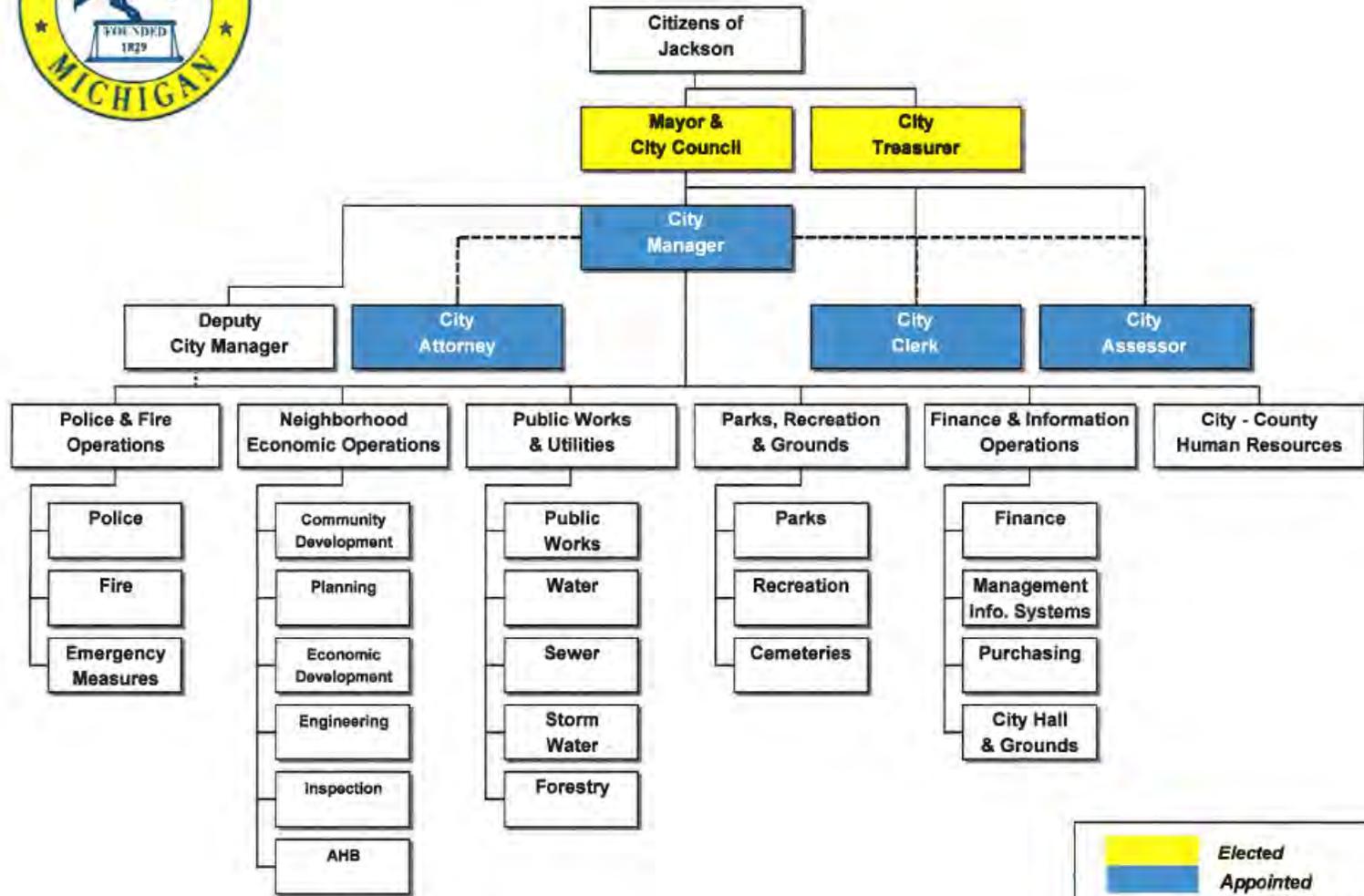
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City of Jackson
Proposed Organizational Structure
As Adopted by the City Council 6/26/12



	<i>Elected</i>
	<i>Appointed</i>
—	<i>Direct Authority</i>
- - - - -	<i>Indirect Authority</i>

INTRODUCTION

Jackson, Michigan was founded on July 3, 1829 on the banks of the Grand River. On February 14, 1857, the City was incorporated under the State of Michigan. The City was established to provide for the health, safety and welfare of the citizens of the City. The City serves all the people of the City of Jackson, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the City of Jackson. The City recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.” Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Jackson must provide access to individuals with limited ability to speak, write, or understand the English language. The City will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or

substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City of Jackson's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Jackson's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City's services, programs or activities.

As the sub-recipient of federal transportation funds, the City of Jackson must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Jackson shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Jackson, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Jackson’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Jackson has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

**CITY OF JACKSON
NON-DISCRIMINATION POLICY STATEMENT**

The City of Jackson reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual’s receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Jackson will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Jackson designates Jon H. Dowling, P.E., City Engineer, as the Title VI Coordinator. The City Engineer will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Jackson complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Jackson and Title VI may be directed to the City Engineer, 161 W. Michigan Ave., Jackson, MI 49201: Phone: (517) 788-4160; (887) 509-5389; Email: jdowling@cityofjackson.org.

Martin J. Griffin
Mayor

Patrick H. Burtch
City Manager

**CITY OF JACKSON
TITLE VI ASSURANCES**

The City of Jackson (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

“The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

CITY OF JACKSON

Martin J. Griffin, Mayor

Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <http://aspe.hhs.gov/poverty/>).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION – GENERAL

The City of Jackson designates Jon H. Dowling, P.E., City Engineer as the Title VI Coordinator (hereinafter referred to as the “Title VI Coordinator”). Mr. Dowling shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients’ adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI

language in contracts and publishing the Title VI Plan on the main page of the City of Jackson's internet website, at www.cityofjackson.org.

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiencyⁱ, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounterⁱⁱ. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Jackson receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.ⁱⁱⁱ

The Guidance implies that the City of Jackson is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Jackson and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT’s guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice’s guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to the City of Jackson services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: ‘very well,’ ‘well,’ ‘not well,’ and ‘not at all.’ For our planning purposes, we are considering people that speak English less than ‘very well’ as Limited English Proficient persons.

As seen in Table #1, the Census 2011 Data for the City of Jackson shows a small amount of the population that would speak English less than ‘very well.’

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percentage
Population 5 years and over	31,004	31,004
English only	29,640	95.6%
Language other than English	1,364	4.4%
Speak English less than "very well"	427	1.4%
Spanish	969	3.1%
Speak English less than "very well"	328	1.1%

Other Indo-European languages	355	1.1%
Speak English less than "very well"	95	0.3%
Asian and Pacific Islander languages	18	0.1%
Speak English less than "very well"	4	0.0%
Other languages	22	0.1%
Speak English less than "very well"	0	0.0%

Factor 2: Frequency of Contact with LEP Individuals

We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, regular City Council meetings are held the second and fourth Tuesday of each month except for July and August, when they meet only once per month, which would potentially bring LEP individuals to these meetings. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter and LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Jackson serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to citizens of the City and individuals from outside of the city, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual’s day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Although the LEP population in the city is small, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Jackson and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

“Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan.”

The City of Jackson serves very few LEP persons and has very limited resources; however it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order.

Safe Harbor Stipulation

Federal law provides a “Safe Harbor” situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A “Safe Harbor” means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient’s written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient’s written translation obligations under “Safe Harbor” includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This “Safe Harbor” provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Jackson’s budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Jackson to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage in languages that an LEP individual would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that persons requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Jackson.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.^{iv}

The City of Jackson is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.^v

Considering the relatively small size of the City of Jackson, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

What the City of Jackson will do. What actions will the City of Jackson take?

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.

- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the city’s complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact an translator from the MDOT’s *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

The City of Jackson's Staff Training

The City of Jackson's staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.
- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low income population groups:

STEP ONE: Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and off setting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding City programs, activities, and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services; including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period,

he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Jackson, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Jackson, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

Investigation Reporting Process:

- Complaints made against a City of Jackson's sub-recipient should be investigated by the City following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of Jon H. Dowling, P.E., City Engineer for review.
- The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Jon H. Dowling, P.E.
City Engineer/Title VI Coordinator
City of Jackson
161 W. Michigan Ave.
Jackson, MI 49201
(517) 788-4160 Phone
(877) 509-5389 Fax
jdowling@cityofjackson.org

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

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

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

- b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

**CITY OF JACKSON
TITLE VI COMPLAINT FORM**

Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance.”

This form may be used to file a complaint with the City of Jackson based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form, please contact Jon H. Dowling by phone at (517) 788-4160 or via e-mail at jdowling@cityofjackson.org.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____(home) _____(work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____(home) _____(work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

____ Race _____ Religion

____ Color _____ National Origin

____ Age _____ Sex

____ Disability _____ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Please return completed form to: Jon H. Dowling, P.E., City Engineer, 161 W. Michigan Ave., Jackson, MI 49201; phone (517) 788-4160; fax (877) 509-5389; email: jdowling@cityofjackson.org.

Note: *The City of Jackson prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

- (a) *Context.* This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.

- (b) *Intensity.* This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
 - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the City Manager.

APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Jackson's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees.
2. The City of Jackson's Title VI Plan will be published on the main page of the City's website.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Jackson's Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. All City of Jackson employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
8. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** The number of requests for language assistance that were requested or required and the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
 - g. **Right of Way/Imminent Domain:** The number of such actions and diversity of individual affected.
 - h. **Program Participants:** Racial Data of program participants where possible.

ⁱ The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

ⁱⁱ Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

ⁱⁱⁱ The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>.

^{iv} <http://www.dotcr.ost.dot.gov/asp/lep/asp>

^v Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

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
October 8, 2013
NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Bethany M. Smith, Interim City Attorney

DATE: October 1, 2013

SUBJECT: Amendments to Chapter 6 – Telecommunications Advisory Board

RECOMMENDATION: Approve the Amendments to Chapter 6

Attached please find a black-lined and a clean version of the amendments to Chapter 6 of the Code of Ordinances to remove the provisions establishing the telecommunications advisory board, to remove the provisions describing the telecommunications advisory board's powers, and to remove the provisions referring to the telecommunications advisory board. These changes are needed to dissolve the telecommunications advisory board. The rest of Article I is unchanged and merely provided for reference. The only changes are to repeal Sections 6-2.1 and 6-2.2.

The requisite action is to approve the Ordinance.

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

cc w/att: Patrick H. Burtch, City Manager

ORDINANCE 2013 - _____

An Ordinance amending Article I of Chapter 6 of the City of Jackson Code of Ordinances to repeal ordinances establishing the telecommunications advisory board, describing the telecommunications advisory board's powers, or referring to the telecommunications advisory board.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to dissolve the telecommunications advisory board and to repeal ordinances establishing the telecommunications advisory board, to repeal ordinances describing the telecommunications advisory board's powers, and to repeal ordinances referring to the telecommunications advisory board.

Section 2. That Article I of Chapter 6 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Subscriber means a person authorized to receive the services of the system.

System means a system of antennae, cables, wires, lines, towers, or other conductors, converters, equipment or facilities designed and constructed for the purpose of producing, receiving, transmitting, amplifying and distributing audiovideo and other forms of electronic or electrical signals via cable or other conductor to subscribers for a specified fee. Such term shall not include any facility that serves or will serve only subscribers in any multiple-unit dwelling under common ownership, control or management which does not use city rights-of-way.

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 6-2. Necessity of franchise.

No person shall construct or operate a system within the boundaries of the city except by franchise granted under this chapter by the city.

~~Sec. 6 2.1. Telecommunications advisory board establishment.~~

~~There is hereby created a telecommunications advisory board which shall consist of nine (9) members appointed by the mayor and confirmed by the city council. Not more than three~~

~~members shall be members of the city council. Each member shall serve a term of three (3) years; provided, however, that the initial terms of the board members shall be three (3) terms of one year, three (3) terms two (2) years, and three terms of three (3) years. Members of the board shall serve without compensation. Any vacancy in office shall be filled via appointment by the mayor and confirmation by the city council for the remainder of the term. The chair of the board shall be selected annually by a vote of the board.~~

~~(Ord. No. 98-5, § 1, 2-17-98; Ord. No. 2003.21, § 1, 12-16-03)~~

~~Sec. 6-2.2. Telecommunications advisory board powers and duties.~~

~~The telecommunications advisory board established hereunder shall have the following powers and duties:~~

- ~~(1) The telecommunications advisory board shall make an annual review of the use and operation of the educational, government, and public service channels of the franchised cable system or systems operated within the city, and may make any recommendations it deems necessary to enhance the quality and use of same to any franchisee, the city manager, and the city council.~~
- ~~(2) The telecommunications advisory board shall assist the city council and city staff in negotiations with any cable franchisee, or other telecommunications provider or potential provider, regarding the grant, extension, alteration, or termination of any cable franchise, or other new telecommunication service, including phone service, to be provided by a franchisee of the city within the city.~~
- ~~(3) The telecommunications advisory board shall make an annual review of the service record and complaint file of any cable franchisee or telecommunications permit holder of the city, and shall make a report to the city council with recommendations for any improvements it deems necessary or appropriate to enhance the quality of service.~~
- ~~(4) The telecommunications advisory board may make any other recommendations to the city council it deems necessary to enhance and encourage the highest quality of cable and telecommunications services at the best possible price for the citizens of the city.~~

~~(Ord. No. 98-5, § 1, 2-17-98)~~

~~Sec. 6-3. Interference.~~

~~Neither the owner of any multiple unit, residential dwelling, nor the owner's agent or representative shall interfere with the rights of any tenant or lawful occupant thereof to receive system installation, services or maintenance from a cable communication company franchised under the authority of this chapter.~~

~~Sec. 6-4. Franchise conditions.~~

- ~~(a) *Nonexclusiveness.* Each franchise or renewal thereof granted under the authority of this chapter shall be nonexclusive.~~

- (b) *Revocation of franchise/standards.* Any franchise granted under the authority of this chapter shall be revocable at any time after a hearing before the city council. The following are factors, evidence of which may be considered by the city council as a basis for a finding that, based upon a preponderance of evidence presented, there is reason for revocation of a franchise granted hereunder. Those standards are as follows:
- (1) The demonstrated material and repeated violation of this chapter by a franchisee.
 - (2) The demonstrated material and repeated violation of a franchise agreement granted under the authority of this chapter by a franchisee.
 - (3) The demonstrated failure to make franchise fee payments in a timely manner by a franchisee.
 - (4) The bankruptcy of a franchisee.
 - (5) Assignment, sale or transfer of a franchise without the written consent of the city.
 - (6) Any other factor which has rendered a franchisee unable to continue the competent operation of a franchise granted hereunder.
- (c) *Terms of franchise.* The terms of a franchise granted hereunder shall be determined by the requirements of this chapter and by the provisions of a franchise agreement signed pursuant hereto.

Sec. 6-5. Theft of service, vandalism.

- (a) No person, whether a subscriber to the system or not, shall willfully, maliciously or otherwise, damage or cause to be damaged any wire, cable, conduit, apparatus or equipment of the system or commit any act with intent to cause such damage, or to tap, tamper with or otherwise connect any wire or device to a wire, cable, conduit, apparatus, appurtenance or equipment of any such system with the intent to obtain a signal or impulse from the system without authorization of the franchisee.
- (b) It shall be unlawful for any person to tap, monitor, or arrange for the tapping or monitoring of any cable lines, signal, input device or other subscriber outlet, or receive it for any purpose whatsoever, without the specific written authorization of the subscriber or pursuant to a court order.
- (c) Whoever shall violate any provision of this section shall be guilty of a misdemeanor and shall be liable to a penalty not to exceed five hundred dollars (\$500.00) or ninety (90) days in jail or both per day, for each and every day or part thereof that the violation occurs.

Sec. 6-6. Eminent domain.

Nothing in any franchise granted under this chapter shall limit any right of the city which it may have to acquire by eminent domain or otherwise any property of the franchisee; provided, however, that any such acquisition shall be for a price that values the franchisee's property at fair market value.

Sec. 6-7. Assignment, sale or transfer of ownership or control of franchise.

- (a) *Franchise transfers.* This franchise, the cable system, and any portion of the cable system may not be transferred, sold or assigned without the prior written consent of the City of Jackson.
- (1) For purpose of this section, "transfer" and "transferred" shall not include a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall include any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest.
 - (2) For purpose of this section, "transfer" and "transferred" shall not include the replacement of components of the cable system in the course of ordinary maintenance and day-to-day operation.
- (b) *Transfer of ownership or control.* There shall be no transfer of or acquisition of the franchise holder, or of any entity, at any tier or level, which directly or indirectly controls the franchise holder without the prior written consent of the city. For purposes of this section, "... transfer of or acquisition of control of a franchise hereunder..." shall mean any change in the identity of the entities, individuals or group which directly or indirectly directs, or has the power to direct, the management and policies of franchisee, whether through the ownership of voting securities or other equity interest, by contract or otherwise. Without limiting the generality of the foregoing, for the purposes hereof, such a change shall be deemed to have occurred at any point in time when there is:
- (1) A change in working or effective voting control, in whatever manner effectuate, of franchisee;
 - (2) An agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee;
 - (3) A sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee; or
 - (4) A change of control of the franchise or entity that directly or indirectly controls the franchisee occurs of a nature that would be required to be reported in the Security Exchange Act of 1934, as amended.
- (c) *Applications for consent/procedure/restrictions.* If a franchisee seeks to obtain the consent of the city to any transaction described in section 6-7, it shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the city may request.
- (1) The city shall have one hundred twenty (120) days from the date of submission of an application (such as an FCC Form 394) to act upon any such application for consent. If the city fails to act upon such application for consent within one hundred twenty (120) days, such application shall be deemed consented to unless the city and franchisee otherwise agree to an extension of time.

- (2) The city shall not unreasonably withhold its consent to any proposed transfer, and may grant its consent outright, may grant such consent with conditions which if finds are in the public interest, or may deny consent.
- (3) Nothing in any approval by the city or an authorization of any transfer shall be construed to waive or release any rights of the city in and to the streets, public rights-of-way, and public places of the city, or as a release of any of the city's police powers, or as an exercise of eminent domain.
- (4) The city's grant of consent in any one instance shall not require it to grant consent in other instances.
- (5) The franchisee shall pay and/or reimburse the city for all costs reasonably incurred by the city due to any proposed transfer.

Sec. 6-8. Police power.

The rights of a franchisee are subject to the powers of the city to adopt and enforce general ordinances necessary for the protection of the health, safety and welfare of the people of the city.

Sec. 6-9. Franchise fees.

- (a) For the reason that the streets to be used by any franchisee are valuable public properties acquired and maintained by the city at great expense to its taxpayers, any franchisee shall pay to the city an annual franchise fee in accordance with the terms of its franchise agreement.
- (b) Payment of the franchise fee shall not be considered a tax, but shall be in addition to any and all taxes required by the city, state, or the United States. Nonpayment of any franchise fee by a franchisee shall be considered a material violation of this chapter.

Sec. 6-10. Subscriber rights.

- (a) *Nondiscrimination.* No franchisee shall deny system service or access to subscribers upon the basis of their race, color, creed, ancestry, sex, age, disability, income level or marital status.
- (b) *Subscriber antenna.* No franchisee may require the removal or provide any inducements for the removal of any potential or existing subscriber's antennas as a condition of provision of service.
- (c) *Subscriber privacy.*
 - (1) No signals shall be transmitted from a subscriber's terminal, dwelling or place of business for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber; provided, however, that any franchisee shall be entitled to conduct, without such written authorization, systemwide or individually addressed sweeps for the purpose of verifying system

integrity, controlling the return path transmission, or billing for services rendered hereunder.

- (2) No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose, and prospective use of the results of the poll or upstream response, and the franchisee shall release the results of upstream responses only in the aggregate and without individual reference.

Sec. 6-11. Rates.

All charges made to subscribers for installation, maintenance and use of the system under a franchise granted under the authority of this chapter shall be fair and reasonable.

Secs. 6-12—6-20. Reserved.

ORDINANCE 2013 - _____

An Ordinance amending Article I of Chapter 6 of the City of Jackson Code of Ordinances to repeal ordinances establishing the telecommunications advisory board, describing the telecommunications advisory board's powers, or referring to the telecommunications advisory board.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to dissolve the telecommunications advisory board and to repeal ordinances establishing the telecommunications advisory board, to repeal ordinances describing the telecommunications advisory board's powers, and to repeal ordinances referring to the telecommunications advisory board.

Section 2. That Article I of Chapter 6 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Subscriber means a person authorized to receive the services of the system.

System means a system of antennae, cables, wires, lines, towers, or other conductors, converters, equipment or facilities designed and constructed for the purpose of producing, receiving, transmitting, amplifying and distributing audiovideo and other forms of electronic or electrical signals via cable or other conductor to subscribers for a specified fee. Such term shall not include any facility that serves or will serve only subscribers in any multiple-unit dwelling under common ownership, control or management which does not use city rights-of-way.

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 6-2. Necessity of franchise.

No person shall construct or operate a system within the boundaries of the city except by franchise granted under this chapter by the city.

Sec. 6-2.1. Repealed.

Sec. 6-2.2. Repealed.

Sec. 6-3. Interference.

Neither the owner of any multiple unit, residential dwelling, nor the owner's agent or representative shall interfere with the rights of any tenant or lawful occupant thereof to receive system installation, services or maintenance from a cable communication company franchised under the authority of this chapter.

Sec. 6-4. Franchise conditions.

- (a) *Nonexclusiveness.* Each franchise or renewal thereof granted under the authority of this chapter shall be nonexclusive.
- (b) *Revocation of franchise/standards.* Any franchise granted under the authority of this chapter shall be revocable at any time after a hearing before the city council. The following are factors, evidence of which may be considered by the city council as a basis for a finding that, based upon a preponderance of evidence presented, there is reason for revocation of a franchise granted hereunder. Those standards are as follows:
 - (1) The demonstrated material and repeated violation of this chapter by a franchisee.
 - (2) The demonstrated material and repeated violation of a franchise agreement granted under the authority of this chapter by a franchisee.
 - (3) The demonstrated failure to make franchise fee payments in a timely manner by a franchisee.
 - (4) The bankruptcy of a franchisee.
 - (5) Assignment, sale or transfer of a franchise without the written consent of the city.
 - (6) Any other factor which has rendered a franchisee unable to continue the competent operation of a franchise granted hereunder.
- (c) *Terms of franchise.* The terms of a franchise granted hereunder shall be determined by the requirements of this chapter and by the provisions of a franchise agreement signed pursuant hereto.

Sec. 6-5. Theft of service, vandalism.

- (a) No person, whether a subscriber to the system or not, shall willfully, maliciously or otherwise, damage or cause to be damaged any wire, cable, conduit, apparatus or equipment of the system or commit any act with intent to cause such damage, or to tap, tamper with or otherwise connect any wire or device to a wire, cable, conduit, apparatus, appurtenance or equipment of any such system with the intent to obtain a signal or impulse from the system without authorization of the franchisee.
- (b) It shall be unlawful for any person to tap, monitor, or arrange for the tapping or monitoring of any cable lines, signal, input device or other subscriber outlet, or receive it for any purpose whatsoever, without the specific written authorization of the subscriber or pursuant to a court order.

- (c) Whoever shall violate any provision of this section shall be guilty of a misdemeanor and shall be liable to a penalty not to exceed five hundred dollars (\$500.00) or ninety (90) days in jail or both per day, for each and every day or part thereof that the violation occurs.

Sec. 6-6. Eminent domain.

Nothing in any franchise granted under this chapter shall limit any right of the city which it may have to acquire by eminent domain or otherwise any property of the franchisee; provided, however, that any such acquisition shall be for a price that values the franchisee's property at fair market value.

Sec. 6-7. Assignment, sale or transfer of ownership or control of franchise.

- (a) *Franchise transfers.* This franchise, the cable system, and any portion of the cable system may not be transferred, sold or assigned without the prior written consent of the City of Jackson.
- (1) For purpose of this section, "transfer" and "transferred" shall not include a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall include any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest.
 - (2) For purpose of this section, "transfer" and "transferred" shall not include the replacement of components of the cable system in the course of ordinary maintenance and day-to-day operation.
- (b) *Transfer of ownership or control.* There shall be no transfer of or acquisition of the franchise holder, or of any entity, at any tier or level, which directly or indirectly controls the franchise holder without the prior written consent of the city. For purposes of this section, "... transfer of or acquisition of control of a franchise hereunder..." shall mean any change in the identity of the entities, individuals or group which directly or indirectly directs, or has the power to direct, the management and policies of franchisee, whether through the ownership of voting securities or other equity interest, by contract or otherwise. Without limiting the generality of the foregoing, for the purposes hereof, such a change shall be deemed to have occurred at any point in time when there is:
- (1) A change in working or effective voting control, in whatever manner effectuate, of franchisee;
 - (2) An agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee;
 - (3) A sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee; or
 - (4) A change of control of the franchise or entity that directly or indirectly controls the franchisee occurs of a nature that would be required to be reported in the Security Exchange Act of 1934, as amended.

- (c) *Applications for consent/procedure/restrictions.* If a franchisee seeks to obtain the consent of the city to any transaction described in section 6-7, it shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the city may request.
- (1) The city shall have one hundred twenty (120) days from the date of submission of an application (such as an FCC Form 394) to act upon any such application for consent. If the city fails to act upon such application for consent within one hundred twenty (120) days, such application shall be deemed consented to unless the city and franchisee otherwise agree to an extension of time.
 - (2) The city shall not unreasonably withhold its consent to any proposed transfer, and may grant its consent outright, may grant such consent with conditions which if finds are in the public interest, or may deny consent.
 - (3) Nothing in any approval by the city or an authorization of any transfer shall be construed to waive or release any rights of the city in and to the streets, public rights-of-way, and public places of the city, or as a release of any of the city's police powers, or as an exercise of eminent domain.
 - (4) The city's grant of consent in any one instance shall not require it to grant consent in other instances.
 - (5) The franchisee shall pay and/or reimburse the city for all costs reasonably incurred by the city due to any proposed transfer.

Sec. 6-8. Police power.

The rights of a franchisee are subject to the powers of the city to adopt and enforce general ordinances necessary for the protection of the health, safety and welfare of the people of the city.

Sec. 6-9. Franchise fees.

- (a) For the reason that the streets to be used by any franchisee are valuable public properties acquired and maintained by the city at great expense to its taxpayers, any franchisee shall pay to the city an annual franchise fee in accordance with the terms of its franchise agreement.
- (b) Payment of the franchise fee shall not be considered a tax, but shall be in addition to any and all taxes required by the city, state, or the United States. Nonpayment of any franchise fee by a franchisee shall be considered a material violation of this chapter.

Sec. 6-10. Subscriber rights.

- (a) *Nondiscrimination.* No franchisee shall deny system service or access to subscribers upon the basis of their race, color, creed, ancestry, sex, age, disability, income level or marital status.

- (b) *Subscriber antenna.* No franchisee may require the removal or provide any inducements for the removal of any potential or existing subscriber's antennas as a condition of provision of service.
- (c) *Subscriber privacy.*
 - (1) No signals shall be transmitted from a subscriber's terminal, dwelling or place of business for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber; provided, however, that any franchisee shall be entitled to conduct, without such written authorization, systemwide or individually addressed sweeps for the purpose of verifying system integrity, controlling the return path transmission, or billing for services rendered hereunder.
 - (2) No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose, and prospective use of the results of the poll or upstream response, and the franchisee shall release the results of upstream responses only in the aggregate and without individual reference.

Sec. 6-11. Rates.

All charges made to subscribers for installation, maintenance and use of the system under a franchise granted under the authority of this chapter shall be fair and reasonable.

Secs. 6-12—6-20. Reserved.



Matthew R. Heins
Chief of Police

216 E. Washington Ave. – Jackson, MI 49201-2389
Telephone: (517) 788-4100 – Facsimile (517) 788-4137

CITY COUNCIL MEETING
Tuesday, October 8, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burch, City Manager *PHB*
John M. Holda, Acting Director of Police and Fire Services *JM*

SUBJECT: Consideration to Approve Mutual Police Assistance Agreement

RECOMMENDATION:

To approve a Mutual Police Assistance Memorandum of Agreement between the City of Jackson Police Department and the Jackson County Office of the Sheriff and authorize Mayor Griffin and Director Heins to sign as representatives of the City.

This agreement is to ensure resources are available for the City of Jackson in the event of a major catastrophe or emergency, where our resources are either exhausted or are overwhelmed by the situation at hand.

This is just an update to the mutual aid agreement between the City of Jackson Police Department and the Jackson County Office of the Sheriff. No changes were made to the agreement signed in 2009, other than updating the names of the City Mayor and the County Sheriff.

JACKSON COUNTY MUTUAL POLICE ASSISTANCE AGREEMENT

Section 1. Parties and Authority

- A. This Agreement is made and entered into by and among the County of Jackson (including the Jackson County Sheriff's Office) and all municipal corporations organized and existing under and by virtue of the laws of the State of Michigan including the City of Jackson. All parties are authorized to enter into this Agreement by virtue of the provisions of the Michigan Constitution of 1963, Article VII, section 28; Act 236 of the Michigan Public Acts of 1967 (Mutual Police Assistance Agreements); Act 278 of the Michigan Public Acts of 1909 (Home Rule Village Act); and the Intergovernmental Contracts Act, MCL 124.1 et seq.; and the respective charters of the parties. This Agreement is intended to replace any existing previous mutual aid agreements.
- B. It is mutually understood and agreed that each of the parties and their officers, agents, and employees, in carrying out this Agreement, are engaged in a governmental function as provided in Act 170 of the Michigan Public Acts of 1964, as amended, and are acting pursuant to these statutes, and are thus entitled to all immunities under the Michigan law.
- C. It is agreed by the parties that Michigan Commission on Law Enforcement Standards (MCOLES) for certified police officers (established in MCL 28.609) shall, during on-duty hours, and when performing pursuant to this agreement, have the same state law enforcement authority, powers, duties, privileges, and immunities as are conferred upon him/her as a police officer in his/her own jurisdiction, and in the jurisdiction of each of the parties.
- D. Written procedures for responding to specific types of special police needs will be developed as needed and included as addenda to this agreement. Adoption of these procedures shall not require a municipal resolution and instead, shall become effective with the signature of the chief law enforcement officer(s) of the parties.

Section 2. Purpose of the Agreement

The parties to this agreement are located in proximity to each other in the County of Jackson. The parties recognize the mutual advantage and benefit in rendering to each other supplemental police protection in the event of a special police need of the magnitude that has developed, appears to be developing, or is anticipated, where the special police need is beyond the capabilities of a single police department and therefore requires the assistance of one or more of the other agencies.

Section 3.

Definitions

- A. "Senior Officer" shall mean the highest ranking on-duty police officer in the governmental unit who has the authority and the responsibility for directing the law enforcement agency of one of the parties at the time of a special police need, and with the actual authority to approve a request or response pursuant to this Agreement.
- B. "Special Police Need" shall mean the circumstance or combination of circumstances requiring a response or action for which additional police resources are needed for public safety or which are beyond the capability of the requesting party. Examples include, but are not limited to, assistance by a specialized unit or capability (e.g. canine, bomb disposal, etc.), assistance to respond to an urgent or emergency incident such as a crime or disorder, a special event (e.g. parade, dignitary visit protection, sporting event, etc.), a joint task force or collaborative investigation (e.g. involving on-going investigation of a specific crime event, group of related crimes, or a specialized type of crime), disaster (e.g. tornado, ice storm, etc.), or critical incident of extended duration (e.g. civil disorder or riot, barricaded suspect, etc.).
- C. "Requesting Agency" shall mean the law enforcement agency of the governmental entity in which a special police need exists and who requests aid pursuant to this Agreement.
- D. "Responding Agency" shall mean the law enforcement agency of the governmental entity which sends personnel and/or equipment to a requesting agency pursuant to this Agreement.
- E. "Unified Incident Command" shall mean the command structure for the special police need, involving representatives from the requesting and all responding agencies.

Section 4.

Request for Assistance

- A. The Senior Officer of the requesting agency shall be responsible for the determining and declaring that a special police need exists within the municipality.
- B. Upon such a determination, the Senior Officer of the requesting agency shall make a request for aid to the Senior Officer of the participating agencies that possess the apparent resources to respond.
- C. A request for assistance may be transmitted in person, by electronic mail, telephone, radio, or through the appropriate communications center or dispatch center. The request shall specify the nature of the special police need, type of response requested, location and safe route(s) to the scene of the incident and staging area, and communications, i.e. radio frequencies, telephone numbers, etc.

Section 5. Response to Request

- A. The Senior Officer of the responding agency must evaluate each request and determine, within his/her sole discretion, whether assistance may be provided.
- B. If the request is granted, the nature and extent of the response shall be determined by the sole discretion of the Senior Officer of the responding agency. In that event, the responding agency shall immediately inform the requesting agency of the nature and extent of the response and shall immediately make available such personnel, equipment, aid or assistance as is requested and available to meet the special police need without jeopardizing the safety of the responding agency's jurisdiction.
- C. The Senior Officer of the responding agency may decline the request for aid, as based upon his/her sole discretion. In that event, the Senior Officer of the responding agency shall immediately notify the requesting agency that the request has been declined.
- D. No party to this Agreement shall be liable for declining to respond to a request for assistance to a special request.

Section 6. Command and Control

- A. The person in charge of general direction of police operations at the scene of a special police need shall be the Senior Officer of the requesting agency.
- B. Dependent upon the duration, magnitude, or nature of the special police need incident, a unified incident command may be established by the Senior Officer of the requesting agency. Representatives of each of the responding agencies will participate in the unified command, providing expertise, information and intelligence, and input to decision-making.
- C. However, all personnel and equipment of a responding agency shall remain under the direction of the Senior Officer of the responding agency throughout the special police need response, except as may be otherwise agreed by the Senior Officer to meet the specific requirements of the special police need incident and response.

Section 7. Withdrawal of Personnel and Equipment

- A. The personnel and equipment from a responding agency will be released and returned for duty in its own jurisdiction as soon as the special police need is concluded or comes within the capability of the requesting agency to satisfactorily handle it with its own resources.
- B. Notwithstanding subparagraph A above, the personnel, equipment, aid, and assistance of a responding agency may be withdrawn at any time, without liability, in

the sole discretion of the Senior Officer of the responding party. However, when practical, such withdrawal should only occur after notification of the Senior Officer of the requesting agency and a reasonable opportunity to make other accommodations.

- C. It is mutually understood and agreed that this Agreement does not relieve any of the participating agencies hereto from providing police protection within their own jurisdictions.

Section 8. Critique and Evaluation

Within thirty (30) days of a request for assistance as defined within this Agreement, the chief law enforcement officer of either the requesting or a responding agency may request a meeting to discuss and evaluate the effectiveness of the response.

Section 9. Indemnity

- A. It is the intent of this Agreement that each participating government entity shall bear the sole responsibility for the acts or omissions of its personnel in any activity entered into pursuant to this Agreement, including, but not limited to, providing a response to a special police need. A requesting agency shall not be responsible for the liability or the defense of the officers, agents or employees of the responding agency. Each participating government entity shall be responsible for providing adequate liability insurance for claims of bodily injury, including death, or property damage, to cover the acts, omissions or operations of their respective officers, agents or employees while participating or conducting any activity pursuant to this Agreement.
- B. Nothing contained herein shall be intended to provide third party beneficiary rights to any persons or to create a cause of action in favor of such persons. Nothing contained herein shall be construed as a waiver of governmental immunity or any defenses available to any party to this Agreement, or their respective officers, agents or employees under the Michigan Governmental Immunity Act, being Act 170 of the Public Acts of 1964, as amended, MCL 691.1401, et seq., or any other defenses which may be available to any of them under state or federal law, nor shall this Agreement modify, or be construed to modify, the privileges and immunities of law enforcement officers under Michigan law.

Section 10. Compensation

- A. All costs to a responding agency related to Workers' Compensation and disability payments, retirement and furlough payment; and all charges incurred for damage to or loss of equipment occurring as a result of, and pursuant to this Agreement, shall be borne by the responding agency.

- B. No party to this Agreement shall be required to pay any compensation to any other party to this Agreement for services rendered; the mutual advantages and protections afforded this Agreement being considered adequate compensation to all of the parties.
- C. However, the requesting agency or its parent governmental entity, when seeking reimbursement of the cost of the emergency operations, shall seek such funds on behalf of any responding agencies. Each agency shall maintain appropriate records to support such application.

Section 11. Termination

An agency may withdraw from this Agreement by providing the chief law enforcement officer of the other agencies with written notice of their intent to withdraw no less than thirty (30) days prior to the date the agency will cease to participate in this Agreement.

Section 12. Approval by Participants

- A. A government entity may agree to participate in this Agreement by adoption of a resolution authorizing the appropriate official to execute the Agreement.
- B. The Clerk of each participating government entity shall furnish a certified copy of its resolution approving participation in this Agreement to each of the other parties. Each resolution shall become effective as and between the entities who exchange resolutions upon the date of such exchange and upon execution of this Agreement.
- C. Other municipal corporations and government entities may be added to this Agreement upon ratification of the legislative bodies of all current parties and exchange of resolutions as stated in subparagraph B above.

Section 13. Amendments

The parties hereto may amend this Agreement. All amendments shall be in writing and signed by all parties.

Section 14. Severability

Should any provision, paragraph, section or part of this Agreement be found void or unenforceable by a Court of competent jurisdiction, the remainder shall continue in full force and effect.

Section 15.

Acceptance and Execution

IN WITNESS WHEREOF, the parties have executed this Agreement, as authorized by these respective governing bodies, this _____ day of _____, 2013.

Steven P. Rand, Jackson County Sheriff

Date

Matthew R. Heins, Director of Police and Fire Services, City of Jackson

Date

Martin Griffin, Mayor, City of Jackson

Date

James E. Shotwell, Jr., Jackson County Commission Chairman

Date



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 October 8, 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 2160
New Lane Assignments – Eastbound High Street at Cooper

RECOMMENDATION: Approval of Traffic Control Order 2160 for new lane assignments for eastbound traffic on High Street approaching Cooper Street.

Due to a change in lane assignments on the westbound approach of High Street at Cooper Street after recent reconstruction, new lane assignments are now needed on eastbound High Street at Cooper.

The eastbound High Street lane assignments at Cooper Street will be restriped to head up with lane assignments for westbound High Street at Cooper Street.

It is the recommendation of Engineering that Traffic Control Order 2160 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 2160

LOCATION: Cooper and High Streets

DATE: September 26, 2013

ASSIGNED TO:

TCO DESCRIPTION

Develop new lane assignments for eastbound traffic on High Street approaching Cooper Street. These new lane assignments are needed due to the changing of lane assignments of the westbound approach on High Street to Cooper Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Eastbound traffic on High Street in the left lane shall be required to complete a left (northbound) turn on to Cooper Street.

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



N



Neighborhood & Economic Operations

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CITY COUNCIL MEETING October 8, 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 2161
Steward Avenue and Lansing Avenue

RECOMMENDATION: Approval of Traffic Control Order 2161 to create right-of-way assignment for traffic on Steward Avenue at the newly created traffic islands near the intersection with Lansing Avenue.

Due to modifications at the traffic island at Lansing Avenue and Steward Avenue to support local businesses, it is necessary to assign which motorists have the right-of-way.

Traffic on southwest-bound Steward Avenue making a left turn will yield the right-of-way to traffic northeast-bound on Steward Avenue at the traffic island at the intersection of Lansing Avenue. Further, truck traffic southbound on Steward Avenue will be prohibited from making a left turn from Steward Avenue at the traffic islands.

It is the recommendation of Engineering that Traffic Control Order 2161 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 2161

LOCATION: Steward Avenue and Lansing Avenue

DATE: October 1, 2013

ASSIGNED TO:

TCO DESCRIPTION

Create right-of-way assignment for traffic on Steward Avenue at the newly created traffic islands near the intersection with Lansing Avenue.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Traffic on southwest-bound Steward Avenue making a left turn shall yield the right-of-way to traffic northeast bound on Steward Avenue at the traffic island at the intersection of Lansing Avenue. Further, truck traffic southbound on Steward Avenue shall be prohibited from making a left (southeast bound) turn from Steward Avenue at the traffic islands.

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

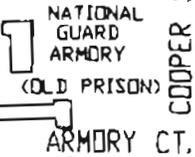
DATE: _____ **BY: Sign Shop**

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



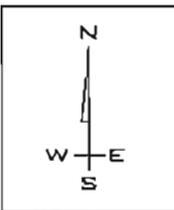
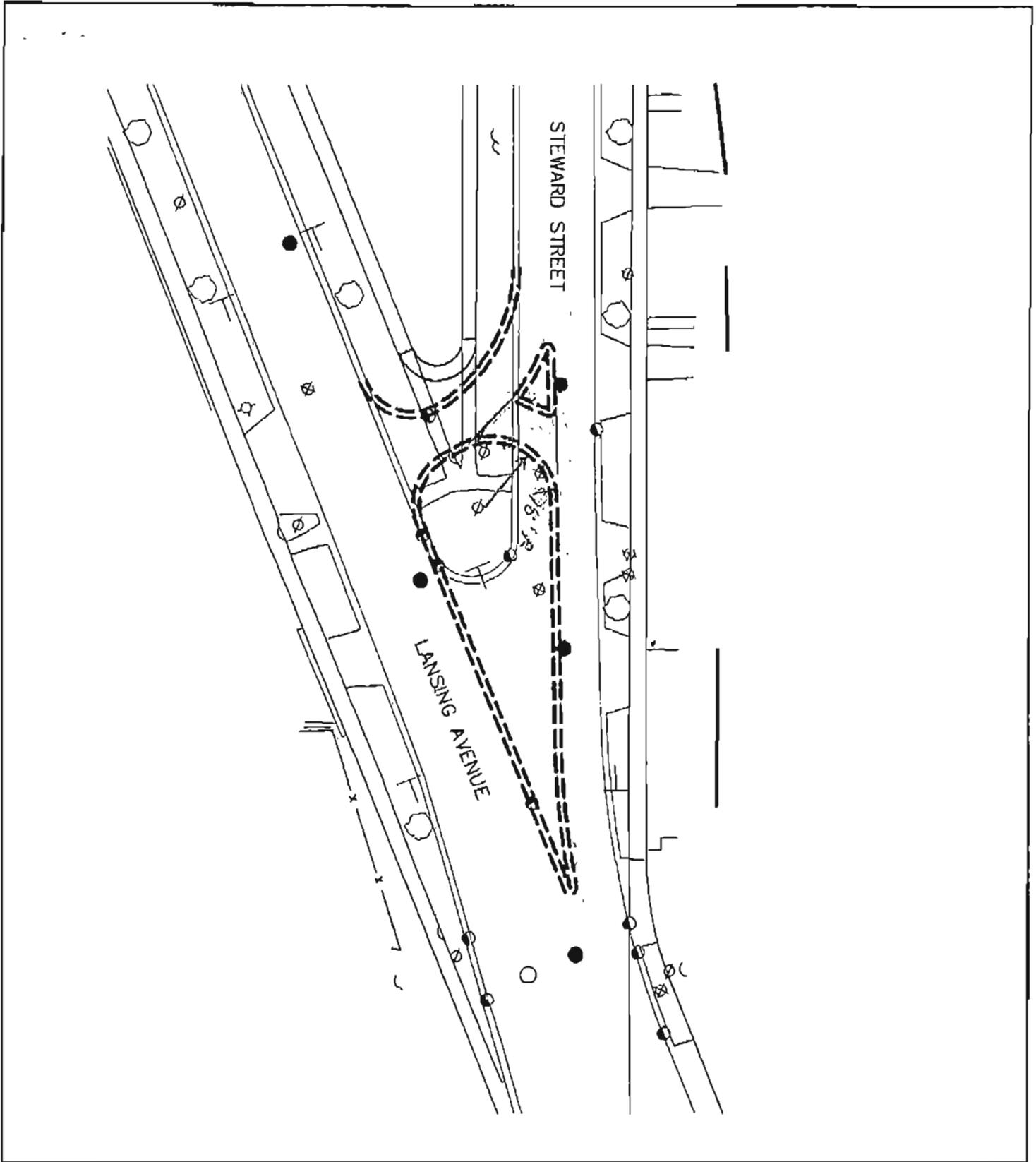
SHARP ALLEY

COUNTY COURTHOUSE

COUNTY DEPT. PL.

COUNTY DEPT. PL.

FR



SCALE: 1" = 40'
DATE: 09/16/13
CITY OF JACKSON
DEPARTMENT OF
NEIGHBORHOOD AND
ECONOMIC OPERATIONS

LAYOUT DRAWING FOR
INTERNATIONAL DOGHOUSE DRIVE EXIT
ALTERNATE LAYOUT



Neighborhood & Economic Operations

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CITY COUNCIL MEETING October 8, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Change Order 2 – 2013 As Needed Survey Consulting Services Contract

RECOMMENDATION: To Approve Change Order 2 to the Contract with Wade Trim, in the Increased Amount of \$39,600.00 for the collection of sewer manhole data and the design of a traffic signal for the intersection of West Avenue and High Street, and authorization for the City Manager and City Engineer to execute the appropriate document.

On March 26, 2013, City Council approved the award of the 2013 As Needed Survey Consulting Services contract to Wade Trim of Taylor, Michigan in the amount of \$46,140.00. This contract provides for topographic mapping, sewer manhole data collection and construction staking for the 2013 construction season. The term of this contract is for one year subject to two one-year renewals contingent upon approval by Wade Trim and City Council.

On May 21, 2013, City Council approved Change Order 1 for the survey and design of traffic signals at the intersections of Blackstone and Michigan, Jackson and Michigan and West and Kibby. The additional survey and design work was required for these projects with planned construction in 2014 and 2015.

The attached Change Order 2 will add increased survey for sewer manhole data collection and add survey and design of a traffic signal at the intersection of West and High. The additional sewer manhole data collection is needed to update the City's sewer manhole database to include previously uncharted manholes and manholes that have been modified by construction in recent years. The signal design work is required as the signal at West and High is to be replaced as part of the project to reconstruct West Avenue between Kibby and High in 2015.

This change order represents an increase of \$39,600.00 which will bring the total contract amount to \$136,540.00. The cost for the additional sewer manhole data collection will be paid for with Sewer Funds. The costs for the additional traffic signal survey and design will be paid for with Major Street Funds.

We request approval of Change Order 2 and authorization for the City Manager and the City Engineer to sign the document.

JHD/sms

C: Troy R. White, P.E., Senior Civil Engineer
Phil Hones, Purchasing Agent
Shelly Allard, Purchasing Coordinator
Lucinda Schultz, Accounting Manager

CHANGE ORDER NO. 2
To Contract for
2013 As Needed Survey Consulting Services
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	\$ 46,140.00
APPROVED CHANGE ORDER NO. 1	\$ 50,800.00
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 96,940.00
CHANGE ORDER NO. 2	\$ 39,600.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$136,540.00

The contract is modified to

- 1) increase quantities of original contract items without change to current contract unit prices for the collection of sewer manhole data, and;
- 2) to add the design of a traffic signal for the intersection of West Avenue and High Street.

CONTRACT COMPLETION:

Not applicable.



Prepared by Troy R. White, P.E.
Senior Civil Engineer

ACCEPTED BY:

Wade Trim

Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer

Date

ACCEPTED BY:

Patrick H. Burtch, City Manager

Date



City Council Meeting
October 8, 2013

MEMO TO: Honorable Mayor and City Council Members
FROM: Patrick Burtch, City Manager *PHB*
SUBJECT: Agreement for Human Resources Services for the City of Jackson

RECOMMENDATIONS: That the Mayor and City Council approve the
**Intergovernmental Agreement between the City of Jackson and the County
of Jackson for the provision of Personnel (Human Resources) functions.**

Background Information

The City of Jackson and County of Jackson entered into an agreement to collaborate on Personnel (Human Resources) functions in October 2010. The County of Jackson provides labor contract negotiations and implementation, benefit management, recruitment, and other personnel functions as requested. The County provides a Director and Deputy Director and appropriate support staff for the administration of services for the City of Jackson. The City of Jackson provides one Personnel & Labor Relations Technician who will continue to be a City employee.

Current Situation and Analysis

From both the City and the County's perspective, the agreement has worked well thanks to hard working and flexible staff, and support from the elected bodies of both the City and County. The agreement for personnel services will expire on November 1, 2013. It is my understanding that the City and County mutually wish to continue with the arrangement that has proved successful over the past 36 months.

This agreement supports the City's goals of identifying opportunities to consolidate and collaborate in shared services and roll out cost saving efficiencies.

Financial Information

The initial agreement called for the City to reimburse the wage of the Director of Human Resources, which was projected to be at \$81,369 at the time the agreement was written, and for the City and County to split any increase to the wage thereafter. The current wage of the Director of Human Resources is \$90,542 (which is below market rates). The reimbursement from the City as of November 1, 2013 will be for \$85,957.50 which is budgeted. I recommend continuing the cost share arrangement as it gives the City great flexibility with these services and supports the City's continued eligibility to receive State of Michigan economic vitality incentive program funding for having intergovernmental agreements in place.

Legal/Policy

Michigan Compiled Laws (MCL) 125.501 et seq. allows intergovernmental agreements to provide for municipal services including the transfer of functions or responsibilities to other units of government with the consent of each political subdivision.

Timing

We wish to approve the agreement in October to prevent any lapse in the agreement. The initial agreement was for three years. We recommend eliminating the three-year contract period. Either party can terminate the agreement with 60 days' notice. A copy of the agreement is attached.

Recommendation

It is respectfully recommended that the Mayor and City Council approve the Intergovernmental Agreement between the City of Jackson and the County of Jackson for the provision of Personnel (Human Resources) functions.

Attachment



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JACKSON AND COUNTY OF JACKSON
FOR THE PROVISION OF HUMAN RESOURCE FUNCTIONS

This Agreement (the "Agreement") made this ____ day of October, 2013, by and between The County of Jackson, a Michigan municipal corporation, of 120 W. Michigan Avenue, Jackson, Michigan 49201 (the "County"), and the City of Jackson, a Michigan municipal corporation, of 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "City").

RECITALS

- A. Pursuant to the Urban Cooperation Act and the Intergovernmental Transfers of Functions and Responsibilities Act, being Public Act No. 7 and No. 8, respectively, of the Public Acts of 1967, as amended, MCL 125.501 *et seq.*, the parties may make intergovernmental agreements to provide for municipal services including the transfer of functions or responsibilities to one another upon consent of each of the political subdivisions involved; and
- B. The parties desire to enter into the Agreement for the purpose of outlining the terms and conditions under which certain services will be provided to one another.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the parties agree as follows:

1. Services. The following services and/or transfers of functions and responsibilities shall be provided:
 - a. The County of Jackson Department of Human Resources will provide the City with services in; labor contract negotiations and implementation, benefits management, hiring of staff, and other human resource functions as requested by the City.
 - b. The County will provide a Director of Human Resources, Deputy Director of Human Resources and appropriate support staff for the administration of the above-mentioned services. Both City and County must mutually agree on the hiring of the Director of Human Resources.
 - c. The County will be responsible for providing offices, maintenance, supply and overhead costs, and its equipment for all staff of the Human Resources Department.
 - d. The City will provide one Personnel & Labor Relations Technician who will continue to be a City employee.
 - e. The City will be responsible for any costs related to the maintenance of computer programs or computers unique to the City.

2. **Costs.** All of the costs, including, but not limited to, compensation, federal and state payroll taxes, retirement plan contributions, health insurance, worker's compensation, life insurance, unemployment, shall be borne by the County except that the City shall reimburse the County \$85,957.50 annually (payments shall be made quarterly). The City shall be responsible for one half of the amount of increase (if any) to the annual salary of the Director of Human Resources. The starting salary at the beginning of this agreement is \$90,546.
3. **Effective Date.** The effective date (the "Effective Date") of the Agreement shall be November 1, 2013 unless otherwise mutually agreed by the parties in writing.
4. **Term of the Agreement.** The term of the Agreement shall commence on the Effective Date and shall continue unless sooner terminated as hereinafter provided.
5. **Conditions Precedent.** The validity of the Agreement shall be conditioned upon the following:
 - a. The Agreement being approved by concurrent resolution of the governing body of the County and the City prior to the Effective Date.
 - b. The terms and conditions of the Agreement being entered in the respective minutes of the governing bodies for the meeting approving the Agreement.
 - c. A fully executed copy of the Agreement is filed with the Secretary of State for the State of Michigan, the County Clerk, and the City Clerk prior to the Effective Date.
6. **Termination of Agreement.** Anything contained herein to the contrary notwithstanding, the Agreement may be terminated by either party, for any reason, upon sixty (60) days written notice to the other party following formal action of the governing body of the terminating party authorizing the termination of the Agreement. Upon termination of the Agreement, the terms and conditions of the Agreement shall be null and void with the exception of the insurance provisions of paragraph 7 which shall survive the termination of the Agreement. Upon termination of the Agreement by other than the expiration of the thirty-six month term, written notice of the termination shall be provided to the County Clerk and the City Clerk.
7. **Insurance.** To the extent not otherwise prohibited by law, each party shall list the other party as an additional insured on their respective commercial general liability insurance policies. Said insurance coverage shall insure against causes of action, claims, damages, accidents, injuries, or liabilities that may arise as a result of the transfer of services, functions, or responsibilities as contemplated in this Agreement. A certificate of insurance shall be provided by each party evidencing this coverage.
8. **Remedies.** The parties reserve all rights to pursue any matter that may be subject to dispute by the parties in any court of competent jurisdiction or by other available legal means.
9. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
10. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.

11. **Notices.** Any written notice required or permitted in the Agreement shall be given by first class mail addressed to County Administrator, on behalf of the County, and the City Manager, on behalf of the City, at the address of that party first written above.
12. **Governmental Immunity.** Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
13. **No Creation of Legal Entity.** The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.
14. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or the City in conjunction with the services, functions or responsibilities contemplated in the Agreement shall be retained by the party receiving the grant free of any claim by the other party.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

THE COUNTY OF JACKSON

By: _____

Its: _____

THE CITY OF JACKSON

By: _____

Its: _____



CITY COUNCIL MEETING
October 8th, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager
Todd Knepper, Department of Public Works *TSK*

SUBJECT: To consider a request to purchase road salt from the Detroit Salt Company, LLC, for major & local street winter maintenance through a cooperative purchasing effort with the Jackson County Department of Transportation.

RECOMMENDATION:

To purchase approximately 4,000 tons of road salt at a cost of \$45.98 per ton from The Detroit Salt Co., LLC, of Detroit, Michigan, for a total purchase price of \$183,920.00.

Annually, the City of Jackson and the Jackson County Department of Transportation combine efforts for the purchase of road salt as a method to obtain optimal pricing. This year the City's projected quantity of 4,000 tons has been included in the County's overall bid for 30,000 tons of salt.

Four bids were accepted and reviewed by Jackson County officials, and the Detroit Salt Company, LLC, of Detroit, Michigan provided the lowest bid price at \$45.98 per ton. The Jackson County Board of Commissioners accepted the one-year bid from The Detroit Salt Company, LLC, at their regular board meeting on May 21st, 2013.

Through this joint purchasing effort, it is recommended that the City of Jackson issue a purchase order to The Detroit Salt Company, LLC, at the bid price of \$45.98 per ton for a total contract amount of \$183,920.00.

Funds for this purchase have been allocated in the approved 2013-2014 Major & Local Street, Winter Maintenance budgets.

c: Lucinda Schultz, Accounting Manager
Shelly Allard, Purchasing Coordinator

	BID COMPARISON FOR				
	JACKSON COUNTY D.O.T.				
	2400 N. Elm Road, Jackson, MI 49201-7643				
	SODIUM CHLORIDE (ROCK SALT)				
	April 23, 2013				
	8:00 A.M.				
	Cargill, Inc.	North American Salt Co.	Morton Salt		
Bidder	24950 Country Club Blvd	9900 W. 109th	Ice Control Marketing Dept.	The Detroit Salt Co., LLC	American Rock Salt Co., LLC
	Suite 450	Suite 100	123 N. Wacker Dr	12841 Sanders St.	P.O. Box 190
	North Olmsted, OH	Overland Park, KS	Chicago, IL	Detroit, MI	ML Morris, NY
	44070	66210	60606-1743	48217	14510
(Price per Ton)					
JACKSON GARAGE	\$46.92	\$54.44	\$54.44	\$45.98	No Bid
CLARK LAKE GARAGE	\$46.92	\$54.44	\$54.44	\$45.98	No Bid
HENRIETTA GARAGE	\$46.92	\$54.44	\$54.44	\$45.98	No Bid
PARMA GARAGE	\$46.92	\$54.44	\$54.44	\$45.98	No Bid
CITY OF JACKSON	\$46.92	\$54.44	\$54.44	\$45.98	No Bid
Price Firm Through	5/23/13	4/30/14	4/30/14	6/30/14	
	Awarded at May 21, 2013 Board Meeting to Detroit Salt				

NOTICE TO BIDDERS
BID SHEET FOR
SODIUM CHLORIDE (ROCK SALT)
JACKSON COUNTY DEPARTMENT OF TRANSPORTATION
2013 - 2014

ESTIMATED QUANTITY	30,000 TON
2013/2014 Prices delivered F.O.B. to:	Price per Ton
Jackson Garage - 2400 Elm Road, Jackson	\$ <u>45.98</u>
Clark Lake Garage - 7245 Clark Lake Road, Clark Lake	\$ <u>45.98</u>
Henrietta Garage - 11750 Bunkerhill Road, Pleasant Lake	\$ <u>45.98</u>
Parma Garage - 2491 North Parma Road, Parma	\$ <u>45.98</u>
City of Jackson - 521 Water Street, Jackson	\$ <u>45.98</u>
Price Firm to (Date)	<u>06 / 30 / 14</u>

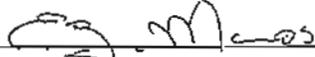
Company or Bidder's Name: The Detroit Salt Company LLC

Company Address: 12841 Sanders Street

City: Detroit State: MI Zip: 48217

Telephone Number: 313.841.5144 Fax Number: 313.841.0466

Contact Person: G. Hopkins

Authorized Signature: 

Date: 04/19/13

Emergency Number: 313.841.5144 x117

Mobile Number (if available): _____

Pager Number (if available): _____

Exceptions/Notes: See Attached



CITY COUNCIL MEETING
October 8, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager *PHB*
Todd Knepper, Department of Public Works *TK*

SUBJECT: To Consider a Recommendation to Establish a 2013 Leaf Drop Off Program for Jackson City Residents.

RECOMMENDATION:

Approve a recommendation establishing a leaf drop off program that includes five (5) locations throughout the City of Jackson to accept leaves from City residents for fall 2013. The recommended dates and locations are as follows:

Saturdays - October 26th, November 2, 9, 16, & 23rd from 8:00 a.m. to 12:00 p.m.

Site #1 Public Works Facility – 521 Water Street

Site #2 Nixon Park, Parking Lot – 400 E. North Street

Site #3 Louis Glick Hwy & Blackstone – 209 W. Louis Glick Parking Lot

Site #4 Frost School, East Parking Lot – 1226 S. Wisner

Site #5 Parkside Middle School – 2400 Fourth Street

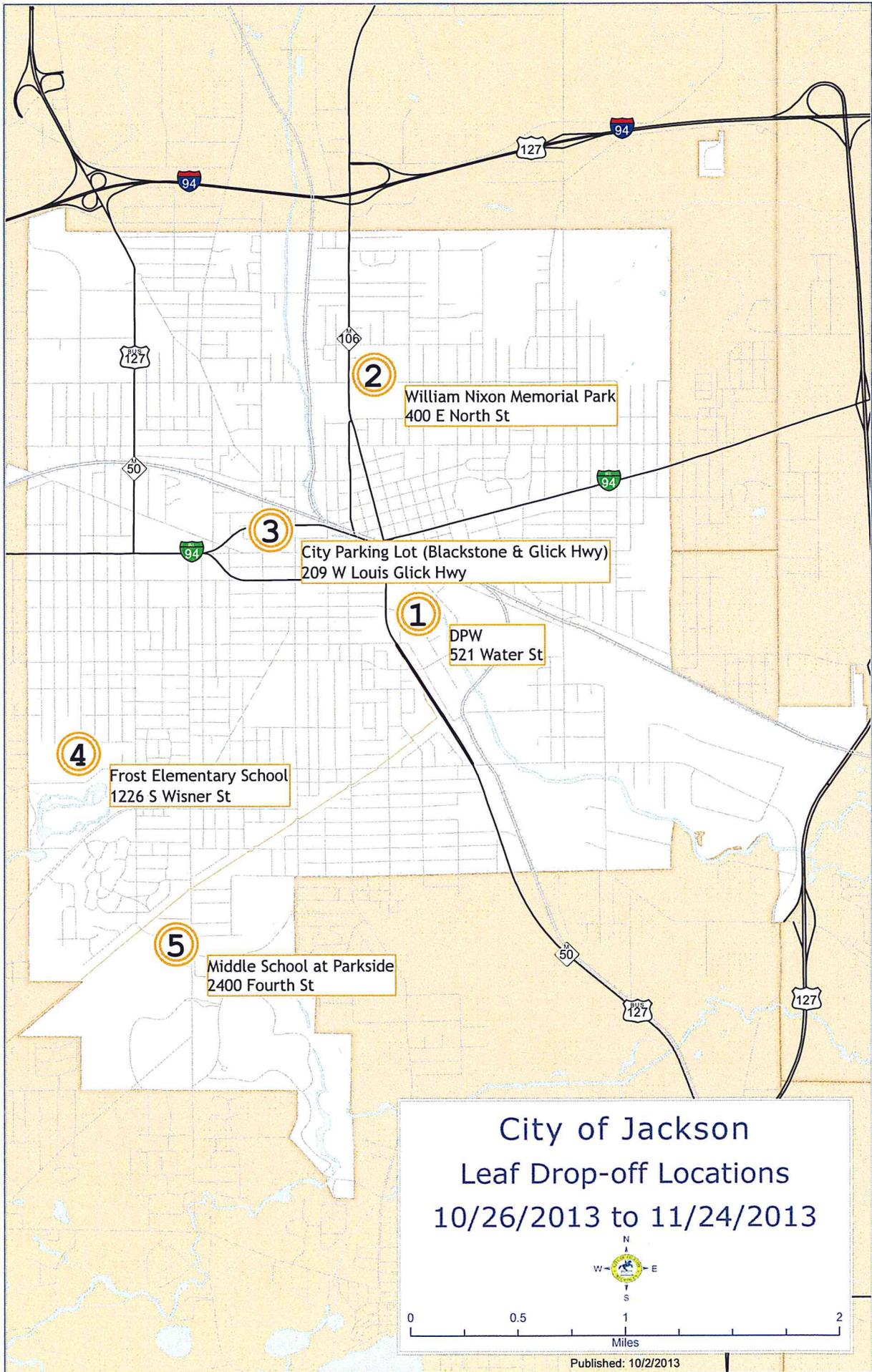
Sundays - October 27th, November 3, 10, 17 & 24th from 8:00 a.m. to 12:00 p.m.

Site #1 Public Works Facility – 521 Water Street (only site open on Sundays)

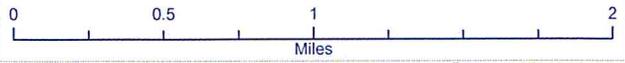
As per council request and due to the recent court decision resulting in necessary changes to curbside leaf pickup, a modified leaf removal program has been formulated to provide means of leaf disposal for City of Jackson residents. The program includes placement dumpsters at five locations throughout the City:

- Saturday mornings from October 26 through November 23, 2013 from 8:00 am to noon, and
- Sunday mornings from October 27 to November 24, 2013 from 8:00 am to noon.
- The sites are scheduled to close at noon to allow for delivery of the material to the disposal facility, which closes at 1:00 pm on these days.

City residents, with proper identification, will be allowed to drop off leaves and grass clippings at any of these locations during the specified time periods. Volunteers and City staff will be available at each location to assist with coordination and traffic flow.



City of Jackson
Leaf Drop-off Locations
10/26/2013 to 11/24/2013



**City of Jackson
Leaf Drop Off Program
Cost Comparisons**

Option	Vendor	Maximum Locations	Containers	Container/ Dump Fees	DPW Labor	Total Cost
A	United Waste (Emmons, NW & Modern)	5	3 Containers each at 5 Locations-Saturdays 6 Containers at DPW Location-Sundays	\$ 26,775.00	\$ 22,443.60	\$ 49,218.60
B	Granger Waste Services	5	1 Garbage Truck/Driver each at 4 Locations-Saturdays 6 Containers at DPW Location-Saturdays & Sundays	\$ 44,670.00	\$ 10,733.20	\$ 55,403.20

Site Locations

Saturdays	Oct. 26, Nov. 2, 9, 16 & 23 8:00am - 12:00pm
Site #1	Public Works Facility - 521 Water
Site #2	Nixon Park, Parking Lot - 400 E. North
Site #3	City Parking Lot, W. Louis Glick Hwy & Blackstone
Site #4	Frost Elementary School - 1226 S. Wisner
Site #5	Parkside Middle School - 2400 Fourth St.
Sundays	Oct. 27, Nov. 3, 10, 17 & 24 8:00am - 12:00pm
Site #1	Public Works Facility - 521 Water (Only site open on Sundays)