



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

AGENDA – CITY COUNCIL MEETING

January 24, 2012
7:00 p.m.

1. **Call to Order.**
2. **Pledge of Allegiance** – Invocation by Daniel P. Greer, 3rd Ward City Councilmember.
3. **Roll Call.**
4. **Adoption of Agenda.**
5. **Citizen Comments. (3-Minute Limit per Citizen)**
6. **Presentations/Proclamations.**
 - A. Presentation by Mark Kettner, Rehmann Robson, of the City of Jackson’s audit report for fiscal year 2010/11.
 1. Review of Management Letter.
7. **Consent Calendar.**
 - A. Approval of the minutes of the regular City Council meeting of January 10, 2012.
 - B. Approval of the request from the Center for Family Health to conduct their 35th Annual Groundhog Gallop on city streets near and in Ella Sharp Park on Saturday, February 4, 2012, from 10:00 a.m. to 2:00 p.m. (Recommended approval has been received from the Police, Fire, Parks, Engineering, and Public Works Departments, and the Downtown Development Authority. Insurance coverage has been approved.)
 - C. Approval of the first renewal to the contract with A. Williams Cleaning Service, LLC, for janitorial services for City Hall, the Water Department, the Wastewater Treatment Plant, and the Department of Public Works, and approval of a change order in the amount of \$522.00 for additional cleaning in City Hall for a total annual contract of \$40,452.00, in accordance with the recommendation of the Purchasing Agent.
 - D. Approval of Traffic Control Order (TCO) No. 2105, to lower load limits on the Lewis Street Bridge to 26 tons for one unit (single truck or bus), 29 tons for two units (truck and trailer or tractor and semi-trailer), and 37 tons for three units (tractor, semi-trailer, and trailer), based on the recommendation from Great Lakes Engineering upon completing load rating calculations for bridges in the City.
 - E. Receipt of the CDBG and HOME Financial Summaries through December 31, 2011.
 - F. Establishment of February 7, 2012, at the City Council meeting as the time and place to hold a public hearing on the necessity of continuing the operation of the meterless parking system for the downtown area.
 - G. Establishment of February 7, 2012, at the City Council meeting as the time and place to hold public hearings on the following Special Assessment Rolls for street construction:
 1. Roll No. 3365 for street repaving on Loomis from Leroy to Argyle Streets.
 2. Roll No. 3366 for street repaving on North Street from Cooper to Lansing Avenue.
 3. Roll No. 3367 for street repaving on Mason from Mechanic to Francis Streets.
 4. Roll No. 3368 for street repaving on Wilkins from Jackson to Francis Streets.

8. **Committee Reports.**

9. **Appointments.**

- A. Approval of the Mayor's recommendation to reappoint Elwyn "C" Rider to the Ella W. Sharp Park Board of Trustees for a three-year term, beginning February 1, 2012, and ending January 31, 2015.
- B. Approval of the Mayor's recommendation to reappoint Gerald Rand to the Local Officers Compensation Commission for a seven-year term, beginning February 26, 2012, and ending February 25, 2019.
- C. Approval of the Mayor's recommendation to appoint Steven Duke to the Downtown Development Authority, filling a current vacancy, beginning immediately and ending December 31, 2015.

10. **Public Hearings.**

- A. Public hearing on the request to rezone from R-1 (one family residential) to I-1 (Light Industrial), property located at 2005 First Street. (City Planning Commission recommends denial.)
 - 1. Consideration of an ordinance amending Chapter 28, Section 28-32, City Code, to rezone property located at 2005 First Street (Parcel ID#3-320800000), from R-1 to I-1.
- B. Public hearing to receive citizen comments on housing and community development needs in the City for 2012-2013 Annual Action Plan.

11. **Resolutions.**

- A. Consideration of a resolution approving a contract with the Michigan Department of Transportation (MDOT) for Ganson Street pavement improvements from Wisner Street to Jackson Street, and authorization for the Mayor and City Clerk to execute the appropriate documents.
- B. Consideration of a "Resolution Pledging Limited Tax Full Faith and Credit in Support of City of Jackson Brownfield Redevelopment Authority Tax Increment Refunding Bonds, Series 2012 (Limited Tax General Obligation)."

12. **Ordinances.**

- A. Consideration of an ordinance establishing a Registry for Non-Owner Occupied Structures and Units, and to revise various sections of Chapter 14 in order to update certain provisions.
- B. Consideration of an ordinance establishing wards and precincts within the City of Jackson, in accordance with the results of the 2010 decennial census of the United States, and to repeal Ordinance 452, which had established said wards and precincts in accordance with the 2000 census.

13. **Other Business.**

14. **New Business.**

- A. Consideration of the request to approve a proposed Lease between Jackson Affordable Housing Corporation (JAHC) and the City for a one-year term, commencing December 1, 2011, and ending November 30, 2012, with two one-year extensions at the City's option, and authorization for the Mayor and City Clerk to execute the appropriate document(s), and for the City Attorney to make any minor modifications necessary.
- B. Consideration of the request to approve an Extension of Oil and Gas Lease and Order for Payment with West Bay Exploration Company, and authorization for the Mayor and City Clerk to execute the appropriate document(s), and for the City Attorney to make minor modifications to the documents and to take all action necessary to extend the Oil and Gas Lease.

C. Consideration of the request to approve authorization for the Mayor and City Clerk to execute an Employment Agreement with Patrick Burtch, Deputy City Manager/Community Development Director, and to further allow the City Attorney to make minor modifications.

15. **City Councilmembers' Comments.**

16. **Manager's Comments.**

17. **Adjournment.**

JACKSON CITY COUNCIL MEETING

MINUTES

JANUARY 10, 2012

CALL TO ORDER.

The Jackson City Council met in regular session in City Hall and was called to order at 7:00 p.m. by Mayor Martin J. Griffin.

PLEDGE OF ALLEGIANCE – INVOCATION.

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

ROLL CALL.

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

Also present: City Manager Larry Shaffer, City Attorney Julius A. Giglio, City Clerk Lynn Fessel, Police Chief Matt Heins, Deputy Fire Chief Dave Wooden, City Assessor David Taylor, City Engineer Jon Dowling, Deputy City Manager/Community Development Director Patrick Burtch and Carmen Ryan from the City Clerk's office.

AGENDA.

Motion was made by Councilmember Greer and seconded by Councilmember Breeding to remove "Agenda Item" from Agenda Item 5 and remove "Non-Agenda Item Citizen" from Agenda Item 17. The motion was adopted by the following vote. Yeas: Councilmembers Breeding, Jaquish, Greer and Frounfelker—4. Nays: Mayor Griffin and Councilmembers Schlecte and Dobies—3. Absent: 0.

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

CITIZEN COMMENTS.

None.

PRESENTATIONS/PROCLAMATIONS.**A. PRESENTATION BY THE CITY CLERK OF PROPOSED CITY REAPPORTIONMENT PLANS.**

Motion was made by Councilmember Breeding and seconded by Councilmember Schlecte to cancel the presentation. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish and Schlecte—4. Nays: Councilmembers Greer, Frounfelker and Dobies--3. Absent: 0.

1. PUBLIC HEARING ON PROPOSED REAPPORTIONMENT PLANS A, B AND C.

Mayor Griffin opened the public hearing. Arlene Robinson, Jackson County Branch NAACP President, stated that the Executive Committee of the Jackson County Branch NAACP urges the City Council to select Proposal B. The Mayor closed the public hearing.

A. CONSIDERATION AND SELECTION OF A PROPOSED PLAN; DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE ESTABLISHING THE NEW WARD AND PRECINCT BOUNDARIES.

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

Motion was made by Councilmember Greer and seconded by Councilmember Breeding to direct the City Attorney to prepare an ordinance establishing the new ward and precinct boundaries. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

CONSENT CALENDAR.

Councilmember Frounfelker requested Items C, D and E be removed for separate consideration. Motion was made by Councilmember Greer and seconded by Councilmember Jaquish to approve the following Consent Calendar, with Items C, D and E removed for separate consideration. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

Consent Calendar

- A. Approval of the minutes of the regular City Council meetings of November 29, and December 6, 2011, and the special meeting minutes for December 8, 2011.
- B. Approval of a contract amendment for the Wastewater Treatment Plant Replacement/Upgrade Engineering Contract to Tetra Tech, Inc., Ann Arbor, in the amount of \$14,800.00, and authorization for the City Manager to execute the appropriate document, in accordance with the recommendation of the City Engineer/Director of Public Works.
- C. *Removed for separate consideration.*
- D. *Removed for separate consideration.*

- E. *Removed for separate consideration.*
- F. Receipt with regret the resignation of Jonathan Greene from the JACTS Policy Committee.
- G. Receipt with regret the resignation of Derek Dobies from the Human Relations Commission.
- H. Receipt of a petition circulated by Anthony Raduazo to vacate a 124 foot long portion of a 25 foot wide alley running north and south in Hillside subdivision and referral to staff for appropriate action.
- I. Receipt of the City Treasurer's Quarterly Report for the first quarter of Fiscal Year 2011-2012.
- J. Receipt of the City of Jackson's summary of revenue and expenditures for five (5) months ended, November 30, 2011.
- K. Receipt of the CDBG and HOME Financial Summaries through November 30, 2011.
- L. Receipt of the Dangerous Building Report through December 31, 2011.
- M. Receipt of a Complaint filed in the State of Michigan Court of Appeals by the County of Jackson, Michigan, vs. the City of Jackson, and referral to the City Attorney for appropriate action.
- N. Receipt of a Complaint filed in the State of Michigan Court of Appeals by Jackson Coffee Co., and Klein Brothers, LLC, vs. the City of Jackson, and referral to the City Attorney for appropriate action.
- O. Establishment of January 24, 2012, at the City Council meeting as the time and place to hold public hearings on the following Special Assessment Rolls for street construction:
 1. Roll No. 3365 for street repaving on Loomis from Leroy to Argyle Street.
 2. Roll No. 3366 for street repaving on North Street from Cooper to Lansing Avenue.
 3. Roll No. 3367 for street repaving on Mason from Mechanic to Francis Street.
 4. Roll No. 3368 for street repaving on Wilkins from Jackson to Francis Street.

CONSENT CALENDAR ITEMS C, D AND E.

- C. Approval of Traffic Control Order (TCO) No. 2100, requiring all traffic at the intersection of First Street and Michigan Avenue to stop prior to entering the intersection, and westbound Michigan Avenue traffic required to turn northbound or southbound onto First Street.***
- D. Approval of Traffic Control Order (TCO) No. 2101, requiring all eastbound to northbound traffic on Michigan Avenue utilizing the slip ramp to Wildwood Avenue to yield the right-of-way to westbound traffic on Wildwood Avenue; and westbound traffic on Wildwood Avenue approaching the slip ramp shall be prohibited from turning left (southbound) into the slip ramp.***
- E. Approval of Traffic Control Order (TCO) No. 2102, that on the north side of Michigan Avenue from Steward Street to 150 feet east of Steward Street, parking shall be prohibited. From 150 feet east of Steward to 250 feet east of Steward, parallel parking shall be permitted, from 250 feet east of Steward to 35 feet west of First Street, angle parking shall be permitted. On the south side of Michigan Avenue from Steward to First Street, parking shall be prohibited.***

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve Traffic Control Order Nos. 2100, 2101 and 2102 – Items C, D and E. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies—6. Nays: Councilmember Breeding--1. Absent: 0.

COMMITTEE REPORTS

None.

APPOINTMENTS.**A. APPROVAL OF THE APPOINTMENT AND REAPPOINTMENT OF THE MAYOR AND CITY COUNCILMEMBERS TO VARIOUS BOARDS, COMMISSIONS AND COMMITTEES.**

Motion was made by Councilmember Greer to concur with the recommendation except to appoint Mayor Griffin and Councilmembers Greer and Breeding to the City Affairs Committee and appoint Mayor Griffin and Councilmembers Schlecte and Frounfelker to the Rules and Personnel Committee. The motion died for lack of a second.

Motion was made by Councilmember Breeding to confirm all appointments by the Mayor and that the Council selects persons for Council Committees. Councilmember Breeding withdrew his motion.

Motion was made by Councilmember Breeding and seconded by Councilmember Dobies to confirm the appointments and reappointments. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Schlecte, Frounfelker and Dobies—6. Nays: Councilmember Greer--1. Absent: 0.

B. APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT PAUL A. MCWALTERS TO THE BUILDING CODE BOARD OF APPEALS FOR A THREE-YEAR TERM, BEGINNING OCTOBER 14, 2011, AND ENDING OCTOBER 13, 2014.**D. APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT CINDY COLLVER TO THE CITY PLANNING COMMISSION FOR A THREE-YEAR TERM, BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2014.****E. APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT JOHN POLACZYK TO THE DOWNTOWN DEVELOPMENT AUTHORITY FOR A FOUR-YEAR TERM BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2015, AND TO REAPPOINT DONNA BLAKE (MIDTOWN ASSOCIATION REPRESENTATIVE) TO THE DOWNTOWN DEVELOPMENT AUTHORITY FOR A FOUR-YEAR TERM, BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2015.****F. APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT JEANNETTE WOODARD AND C. JEAN WEIR TO THE HISTORIC DISTRICT COMMISSION FOR A THREE-YEAR TERM EACH, BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2014.****G. ITEM DELETED.****H. APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT RANDY MCMUNN TO THE JACKSON COUNTY COMPREHENSIVE TRAFFIC SAFETY PROJECT FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2013.****I. APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT PATRICIA ANN DAVIS-DYE TO THE JACKSON HOUSING COMMISSION FOR A**

FIVE-YEAR TERM, BEGINNING OCTOBER 31, 2011, AND ENDING OCTOBER 30, 2016.

- J. APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT ELAINE CRAWFORD TO THE ZONING BOARD OF APPEALS FOR A THREE-YEAR TERM, BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2014.**
- K. APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT PATRICK BURTCH TO THE JACTS POLICY COMMITTEE.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the Mayor's recommendation on Items B, D, E, F H, I J and K. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

ITEM C.

APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT MARTIN J. GRIFFIN, MAYOR, TO THE BUILDING CODE BOARD OF APPEALS FOR A THREE-YEAR TERM, BEGINNING JANUARY 1, 2012, AND ENDING DECEMBER 31, 2014.

Motion was made by Councilmember Breeding and seconded by Councilmember Schlecte to approve the Mayor's recommendation to appoint Martin J. Griffin to the Building Code Board of Appeals. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

PUBLIC HEARINGS.

None.

RESOLUTIONS.

- A. CONSIDERATION OF A RESOLUTION RECOGNIZING END HUNGER IN JACKSON AS A NONPROFIT ORGANIZATION OPERATING IN THE COMMUNITY FOR THE PURPOSE OF OBTAINING CHARITABLE GAMING LICENSES.**

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

- B. CONSIDERATION OF A RESOLUTION ESTABLISHING RECEIVING BOARDS FOR ELECTIONS HELD IN THE CITY IN 2012.**

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

C. CONSIDERATION OF A RESOLUTION AMENDING THE EXISTING ICMA-RC SECTION 401 GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST.

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

D. CONSIDERATION OF A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET FOR FISCAL YEAR 2011-2012 TO REALLOCATE CODE ENFORCEMENT FUNDS TO THE CITY ATTORNEY'S OFFICE.

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

E. CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT), IN THE AMOUNT OF \$8,615,721.00 (CITY'S SHARE IS \$102,098.00) FOR RECONSTRUCTION AND WIDENING WORK ON WEST AVENUE BETWEEN WILDWOOD AVENUE AND GANSON STREET; INCLUDING STORM SEWER, SANITARY SEWER, AND WATERMAIN REPLACEMENT, AND REMOVAL AND REPLACEMENT OF STRUCTURE R01 OF 38072 WHICH CARRIES WEST AVENUE OVER THE NORFOLK SOUTHERN RAILROAD; ALL TOGETHER WITH NECESSARY RELATED WORK, LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY, AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S).

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

F. CONSIDERATION OF A RESOLUTION RECOMMENDING THE UNITED STATES CONGRESS RECOGNIZE THE IMPORTANCE OF THE F-35 JOINT STRIKE FIGHTER TO THE CITY OF JACKSON, THE STATE OF MICHIGAN, THE UNITED STATES AND OUR ALLIES AROUND THE WORLD BY SUPPORTING FUNDING FOR THE F-35 PROGRAM.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to adopt the resolution. Councilmember Frounfelker withdrew his motion.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to adopt the resolution, amended as follows. For transmittal of the resolution, include Congressman Walberg, the U. S. Senate Majority Leader, and capitalize Congressional (last paragraph). The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

ORDINANCES.

- A. FINAL ADOPTION OF ORDINANCE NO. 2012.1 DECLARING AN ADDITIONAL, TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF OPERATIONS, AND THE ISSUANCE OF PERMITS OR LICENSES FOR OPERATIONS THAT RELATE TO EITHER THE CULTIVATION, DISPENSING, OR USE OF MEDICAL MARIHUANA IN THE CITY OF JACKSON.**

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to adopt Ordinance No. 2012.1. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies—6. Nays: Councilmember Breeding--1. Absent: 0.

OTHER BUSINESS.

None.

NEW BUSINESS.

- A. CONSIDERATION OF THE PROPOSED LETTER OF AGREEMENT BETWEEN THE CITY AND THE POLICE OFFICERS LABOR COUNCIL SUPERVISORY UNIT (POLC-S) EXTENDING THE COLLECTIVE BARGAINING AGREEMENT TO MARCH 31, 2012.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the Letter of Agreement. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

- B. CONSIDERATION OF THE PROPOSED LETTER OF AGREEMENT BETWEEN THE CITY AND THE MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES (MAPE) EXTENDING THE COLLECTIVE BARGAINING AGREEMENT TO MARCH 31, 2012.**

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the Letter of Agreement. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

- C. CONSIDERATION OF THE REQUEST TO APPROVE A CONTRACT AWARD FOR THE WEST AVENUE AND FOURTH STREET TRAFFIC STUDY TO HUBBEL, ROTH & CLARK, BLOOMFIELD HILLS, IN THE AMOUNT OF \$35,636.94, AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S), IN ACCORDANCE WITH THE RECOMMENDATION OF THE PURCHASING AGENT AND THE CITY ENGINEER/DIRECTOR OF PUBLIC WORKS.**

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

Councilmember Breeding requested that tally sheets for the rankings be attached to agenda items in the future.

EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to go into closed executive session. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

RETURN TO OPEN SESSION.

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to return to open session. The motion was adopted by unanimous voice vote.

AGENDA AMENDMENT.

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to amend the agenda by adding an item relating to the storm water ordinance litigation. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

STORM WATER ORDINANCE LITIGATION.

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to engage the firm of Miller Canfield to assist with the storm water ordinance litigation. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

COUNCIL AND MANAGER COMMENTS.

Councilmember Schlecte reported that she has developed a 4th Ward website (lauradwyschlecte.com), which will contain statistics and explanations of her votes. Any feedback from Councilmembers will be appreciated.

Councilmember Frounfelker announced he will conduct a 5th Ward neighborhood meeting on January 31 at 7:00 p.m. in the Council Chambers. Topic will be an update on what is going on in the City with a question and answer session.

Councilmember Greer announced an MML Region 2 get-together on January 20 at the Armory Arts from 5:00 – 7:00 p.m. Hopefully all Councilmembers will be able to attend and help host this event for their peers around the State.

Mayor Griffin stated he has noticed many streetlights out – all over the City. He asked if we could get something on the City's website where citizens can report these. He announced that a task force is being formed and Councilmember Dobies is working to put that together.

Councilmember Dobies announced that the task force will bring back the Intergovernmental Cooperation Committee, seeking ways to further engage the public in city affairs and allowing for more public over site. Other objectives will be to encourage intergovernmental cooperation, enhance accountability, track performance, cut spending and find new ways to use technology.

ADJOURNMENT.

No further business being presented, a motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 8:18 p.m.

Lynn Fessel
City Clerk

CITY COUNCIL MEETING
JANUARY 24, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: 35th Groundhog Gallop

MOTION Approval of the request from Center for Family Health to conduct their 35th Annual Groundhog Gallop on city streets near and in Ella Sharp Park on Saturday, February 4th, 2012 from 10:00 a.m. to 2:00 p.m. Recommended approval has been received from the Police, Fire, Parks/Forestry, Department of Public Works, Engineering, and the Downtown Development Authority and insurance approval from the City Attorney. The event is expected to have an economic impact of \$150.00 on the mentioned City departments.

att: Special Event Application: Center for Family Health – 35th Groundhog Gallop

JG/mw

Department	Economic Impact
Downtown Development Authority	\$0.00
Jackson Police Department	150.00
Fire	0.00
Engineering	0.00
Parks / Forestry	0.00
Department of Public Works	0.00

Total: \$150.00

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: Center for Family Health
Organization Address: 505 N. Jackson St, Jackson, MI 49201
Organization Agent Jane Robinson Title: Development Coordinator
Phone: (work) 517-748-5444 Phone: (home) 517-914-5853 Phone: (during the event) 914-5853
Agent's Address 505 N. Jackson St, Jackson, MI 49201
Agent's E-Mail Address jane.jrobinson@cfhinc.org
Event Name 35th Groundhog Gallop

Please give a brief description of the proposed special event: A 5K run/walk taking place on Saturday, Feb. 4th 2012 which will include approx. 140 participants. This event will be held at the Parkside Middle School (start/end).

Event Day(s) & Date(s) Saturday, Feb. 4, 2012
Event Time(s) 10am - 2pm
Set-Up Date & Time 2/4/12 @ 10am Tear-Down Date & Time 2/4/12 @ 2pm
Event Location Middle School @ Parkside - Registration in Coliseum
Route Map attached.

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? 34

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 Race begins @ 12pm 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? NA 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.)

Minimal Route support needed from JCPD
Lt. Chris Simpson 768-8733

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.

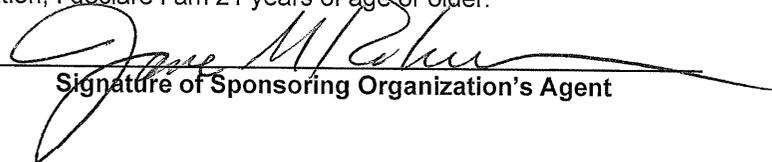
All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.

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.

12-13-11
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**



Directions to 4th St
3.2 mi – about 1 hour 4 mins

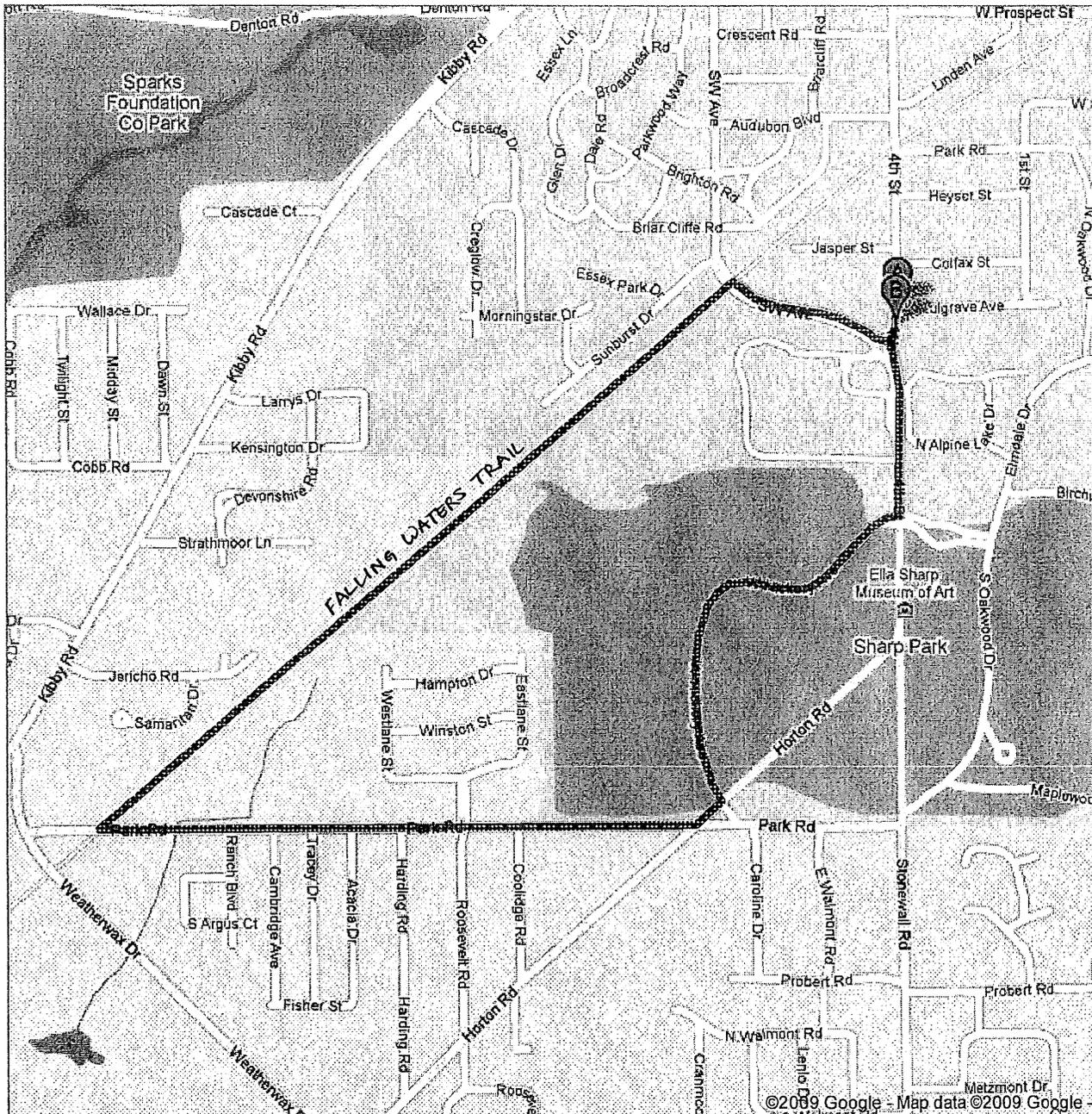
Save trees. Go green!

Download Google Maps on your phone at google.com/gmm



Walking directions are in beta.

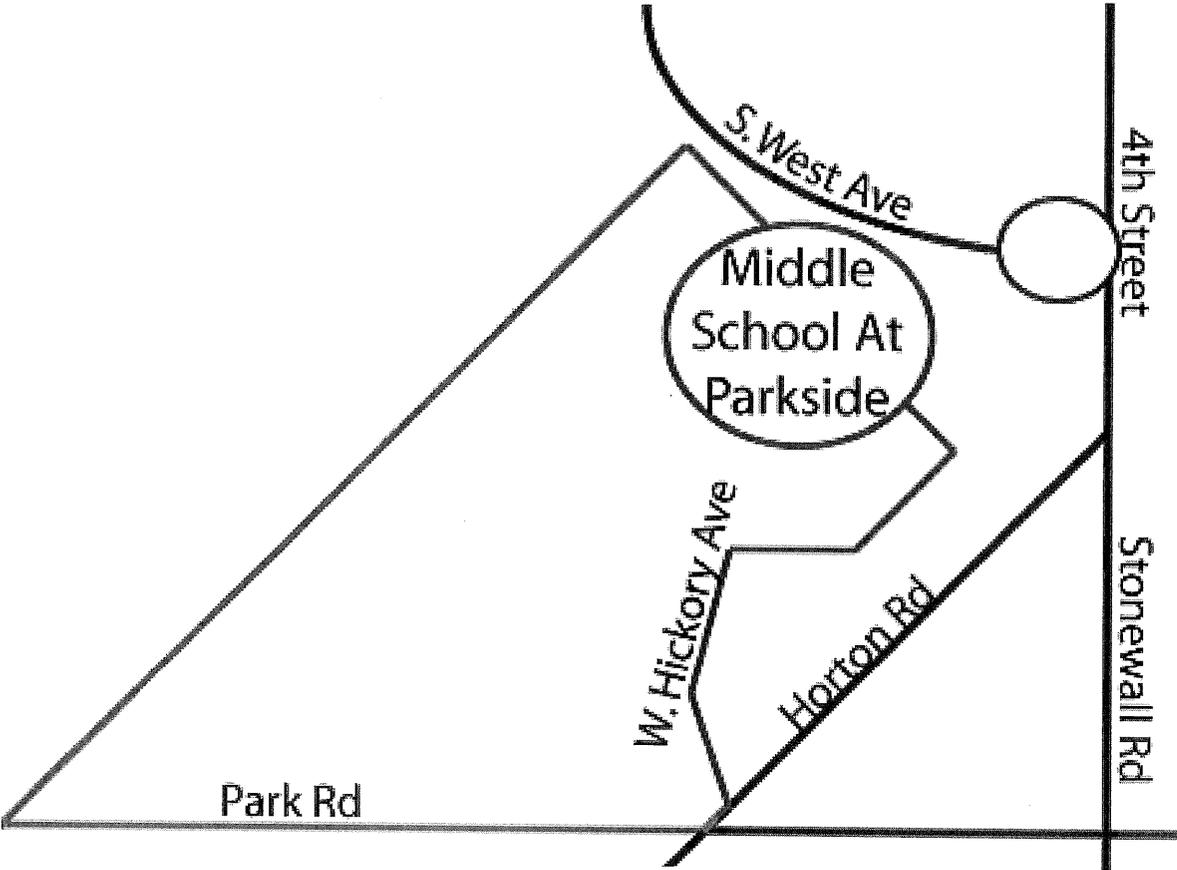
Use caution – This route may be missing sidewalks or pedestrian paths.



©2009 Google - Map data ©2009 Google -

GROUNDHOG GALLOP 2012

ROUTE MAP



Melissa Woodhurst

From: Jonathan Greene
Sent: Wednesday, January 18, 2012 11:13 AM
To: Melissa Woodhurst
Subject: FW: Special Event Application - Groundhog Gallop

From: Elmer Hitt
Sent: Wednesday, January 18, 2012 11:08 AM
To: Jonathan Greene
Subject: RE: Special Event Application - Groundhog Gallop

See approval below.

Lieutenant Elmer Hitt
Jackson Police Department
216 E. Washington Ave.
Jackson, MI 49201
517-768-8733
ehitt@cityofjackson.org

From: Jonathan Greene
Sent: Wednesday, January 11, 2012 9:29 AM
To: Bob Dietz; Brandon Ransom; Christopher Simpson; David Wooden; Jonathan Greene; Lt. Elmer Hitt; SanDee Porter; Sandy Sykes
Subject: Special Event Application - Groundhog Gallop

Good morning all,
I will be handling the SEA's until a replacement for Melissa is found. Please find the attached application for the 35th Annual Groundhog Gallop. It has 2 maps. A google map to indicate generally where the race is and a more detailed computer generated map to show how they plan to move people through the park. Thanks, Jonathan

Department: Police
Recommended Approval: yes (yes or no)
Est. Economic Impact: \$ 150.00
Reason for disapproval (if applicable): _____
Any special requirements/conditions: _____

Jonathan Greene
Executive Director
Jackson Downtown Development Authority

No virus found in this message.
Checked by AVG - www.avg.com
Version: 10.0.1416 / Virus Database: 2109/4751 - Release Date: 01/18/12

Jonathan Greene

From: Brandon Ransom <BRansom@co.jackson.mi.us>
Sent: Wednesday, January 11, 2012 12:03 PM
To: Jonathan Greene
Subject: RE: Special Event Application - Groundhog Gallop

Brandon Ransom
Director

City of Jackson
Parks and Recreation
161 W. Michigan Ave.
Jackson, MI 49201
517.788.4040

From: Jonathan Greene [JGreene@cityofjackson.org]
Sent: Wednesday, January 11, 2012 9:28 AM
To: Bob Dietz; Brandon Ransom; Christopher Simpson; David Wooden; Jonathan Greene; Lt. Elmer Hitt; SanDee Porter; Sandy Sykes
Subject: Special Event Application - Groundhog Gallop

Good morning all,

I will be handling the SEA's until a replacement for Melissa is found. Please find the attached application for the 35th Annual Groundhog Gallop. It has 2 maps. A google map to indicate generally where the race is and a more detailed computer generated map to show how they plan to move people through the park. Thanks, Jonathan

Department: _____ Parks _____
Recommended Approval: ___yes___ (yes or no)
Est. Economic Impact: \$___0___
Reason for disapproval (if applicable): _____
Any special requirements/conditions: _____

Jonathan Greene
Executive Director
Jackson Downtown Development Authority

Jonathan Greene

From: David Wooden
Sent: Wednesday, January 11, 2012 1:57 PM
To: Jonathan Greene
Subject: RE: Special Event Application - Groundhog Gallop

Department: Fire
Recommended Approval: Yes
Est. Economic Impact: \$ 00
Reason for disapproval (if applicable): None
Any special requirements/conditions: none

David D. Wooden
Deputy Fire Chief
Jackson Fire Department
518 N Jackson St.
Jackson, MI. 49201
517-788-4150

From: Jonathan Greene
Sent: Wednesday, January 11, 2012 9:29 AM
To: Bob Dietz; Brandon Ransom; Christopher Simpson; David Wooden; Jonathan Greene; Lt. Elmer Hitt; SanDee Porter; Sandy Sykes
Subject: Special Event Application - Groundhog Gallop

Good morning all,
I will be handling the SEA's until a replacement for Melissa is found. Please find the attached application for the 35th Annual Groundhog Gallop. It has 2 maps. A google map to indicate generally where the race is and a more detailed computer generated map to show how they plan to move people through the park.
Thanks, Jonathan

Department: _____
Recommended Approval: _____ (yes or no)
Est. Economic Impact: \$ _____
Reason for disapproval (if applicable): _____
Any special requirements/conditions: _____

Jonathan Greene

From: Bob Dietz
Sent: Wednesday, January 11, 2012 9:53 AM
To: Jonathan Greene
Cc: SanDee Porter
Subject: FW: Special Event Application - Groundhog Gallop
Attachments: SEA.pdf

From: Bob Dietz
Sent: Wednesday, January 11, 2012 9:45 AM
To: Bob Dietz
Subject: FW: Special Event Application - Groundhog Gallop

From: Jonathan Greene
Sent: Wednesday, January 11, 2012 9:29 AM
To: Bob Dietz; Brandon Ransom; Christopher Simpson; David Wooden; Jonathan Greene; Lt. Elmer Hitt; SanDee Porter; Sandy Sykes
Subject: Special Event Application - Groundhog Gallop

Good morning all,

I will be handling the SEA's until a replacement for Melissa is found. Please find the attached application for the 35th Annual Groundhog Gallop. It has 2 maps. A google map to indicate generally where the race is and a more detailed computer generated map to show how they plan to move people through the park.

Thanks, Jonathan

Department: [Engineering](#) _____
Recommended Approval: yes _____ (yes or no)
Est. Economic Impact: \$n/a _____
Reason for disapproval (if applicable): _____
Any special requirements/conditions: _____

Jonathan Greene
Executive Director
Jackson Downtown Development Authority

Jonathan Greene

From: SanDee Porter
Sent: Wednesday, January 11, 2012 10:11 AM
To: Jonathan Greene
Subject: RE: Special Event Application - Groundhog Gallop

The event sponsor should be made aware that in the event of “weather”, snow or ice, the trail will not be plowed or maintained on Saturday (overtime).

From: Jonathan Greene
Sent: Wednesday, January 11, 2012 9:29 AM
To: Bob Dietz; Brandon Ransom; Christopher Simpson; David Wooden; Jonathan Greene; Lt. Elmer Hitt; SanDee Porter; Sandy Sykes
Subject: Special Event Application - Groundhog Gallop

Good morning all,

I will be handling the SEA's until a replacement for Melissa is found. Please find the attached application for the 35th Annual Groundhog Gallop. It has 2 maps. A google map to indicate generally where the race is and a more detailed computer generated map to show how they plan to move people through the park. Thanks, Jonathan

Department: _____ Public Works _____
Recommended Approval: yes _____ (yes or no)
Est. Economic Impact: \$ 0 _____
Reason for disapproval (if applicable): _____
Any special requirements/conditions: _____

Jonathan Greene
Executive Director
Jackson Downtown Development Authority

No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1416 / Virus Database: 2109/4136 - Release Date: 01/11/12

Jonathan Greene

From: Jonathan Greene
Sent: Wednesday, January 11, 2012 1:19 PM
To: Jonathan Greene
Subject: RE: Special Event Application - Groundhog Gallop

Yes \$0

From: Jonathan Greene
Sent: Wednesday, January 11, 2012 9:29 AM
To: Bob Dietz; Brandon Ransom; Christopher Simpson; David Wooden; Jonathan Greene; Lt. Elmer Hitt; SanDee Porter; Sandy Sykes
Subject: Special Event Application - Groundhog Gallop

Good morning all,

I will be handling the SEA's until a replacement for Melissa is found. Please find the attached application for the 35th Annual Groundhog Gallop. It has 2 maps. A google map to indicate generally where the race is and a more detailed computer generated map to show how they plan to move people through the park. Thanks, Jonathan

Department: _____
Recommended Approval: _____ (yes or no)
Est. Economic Impact: \$ _____
Reason for disapproval (if applicable): _____
Any special requirements/conditions: _____

Jonathan Greene
Executive Director
Jackson Downtown Development Authority

No virus found in this message.
Checked by AVG - www.avg.com
Version: 10.0.1416 / Virus Database: 2109/4136 - Release Date: 01/11/12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2011

PRODUCER 517.787.0077 FAX 517.787.9356
The Craft Agency, Inc.
2533 Spring Arbor Rd
P O Box 1187
Jackson, MI 49204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Center For Family Health
505 N. Jackson Street
Jackson, MI 49201

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Massachusetts Bay	
INSURER B: Allmerica Financial Benefit	
INSURER C: Peerless Indemnity Ins Co	
INSURER D: Hanover Ins Co	22292
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	ODH9188862	06/20/2011	06/20/2012	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	ACV9205077	06/20/2011	06/20/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU8865003	06/20/2011	06/20/2012	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WDH9188812	06/20/2011	06/20/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
C	OTHER Pharmacist Professional Liability	BOP6851146	06/20/2011	06/20/2012	E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
					Each Occurrence \$1,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Jackson is named as Additional Insured for General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Jackson

*OKcy
1/18/12
[Signature]*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Richard Craft/CSS

[Signature]



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk/Purchasing Agent

CITY COUNCIL MEETING
January 24, 2012

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk/Purchasing Agent 
SUBJECT: Janitorial Contract Renewal and Change Order
MOTION: **CONSENT CALENDAR:**

APPROVAL OF THE FIRST RENEWAL TO THE CONTRACT WITH A. WILLIAMS CLEANING SERVICE, LLC FOR JANITORIAL SERVICES FOR CITY HALL, THE WATER DEPARTMENT, THE WASTEWATER TREATMENT PLANT AND THE DEPARTMENT OF PUBLIC WORKS AND APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$552.00 FOR ADDITIONAL CLEANING IN CITY HALL FOR A TOTAL ANNUAL CONTRACT OF \$40,452.00, IN ACCORDANCE WITH THE RECOMMENDATION OF THE PURCHASING AGENT

On December 14, 2010, City Council approved a contract with A. Williams Cleaning Service, LLC for janitorial services for City Hall, the Water Department, the Wastewater Treatment Plant and the Department of Public Works. The contract contained two one-year renewal options.

Mr. Williams has stated that he would like to renew the contract and representatives from each of the departments listed above have expressed their satisfaction with his services and recommend renewing this contract.

It is my recommendation that City Council approve the first renewal to the contract and the attached change order in the amount of \$552.00, for additional vacuuming in City Hall, for a total annual contract in the amount of \$40,452.00.

C: City Manager

**CHANGE ORDER NO. 1
To Contract for
Janitorial Services**

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 **\$39,900.00**

Change Order No. 1 Additions

Vacuuming of offices Add \$552.00

NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1 **\$40,452.00**

ACCEPTED BY:

A. Williams Cleaning Co.

Date

ACCEPTED BY:

Lynn Fessel, Purchasing Agent

Date

Laurence R. Shaffer, City Manager

Date



Department of Public Works - Engineering

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4160 — Facsimile: (517) 768-6435

CITY COUNCIL MEETING
JANUARY 24, 2012

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Jon H. Dowling, P.E., City Engineer/Director of Public Works
SUBJECT: Request to Approve Traffic Control Order 2105
Lewis Street Bridge over Grand River – Load Limits

MOTION: APPROVAL OF TRAFFIC CONTROL ORDER (TCO) 2105, TO LOWER LOAD LIMITS ON THE LEWIS STREET BRIDGE TO 26 TONS FOR ONE UNIT (SINGLE TRUCK OR BUS), 29 TONS FOR TWO UNITS (TRUCK AND TRAILER OR TRACTOR AND SEMI TRAILER), AND 37 TONS FOR THREE UNITS (TRACTOR, SEMI TRAILER AND TRAILER), BASED ON THE RECOMMENDATION FROM GREAT LAKES ENGINEERING UPON COMPLETING LOAD RATING CALCULATIONS FOR BRIDGES IN THE CITY.

As bridges in the City of Jackson age, conditions now require some bridges to have annual inspections and review of load ratings.

Upon completion of their inspection of the Lewis Street Bridge (see attached map), Great Lakes Engineering has determined load limits for traveling on this bridge be lowered as follows:

Gross Weight	
One Unit (Single Truck or Bus)	26 tons (currently 40)
Two Units (Truck and Trailer, or Tractor and Semi-trailer)	29 tons (currently 51)
Three Units (Tractor, Semi-trailer and trailer)	37 tons (currently 57)

This action shall rescind Traffic Control Order #1956 (also attached).

It is the Department of Public Works-Engineering's recommendation, based on Great Lakes Engineering's review and recommendation, that load limits for traveling upon the Lewis Street bridge over the Grand River be lowered as listed above.

I request that Traffic Control Order 2105 be approved by the City Council. If you have any questions, please do not hesitate to contact me.

JHD:sms

c: Laurence R. Shaffer, City Manager
Bob Dietz, Parking Manager/Engineering Assistant
Matt Heins, Chief of Police

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order 2105

LOCATION: Lewis Street bridge over Grand River

DATE: January 9, 2012

ASSIGNED TO:

TCO DESCRIPTION

Review bridge load limit on Lewis Street bridge over the Grand River.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Based upon Great Lakes Engineering review and recommendation load limits for traffic traveling upon the Lewis Street bridge over the Grand River are as follows:

Gross Weight

One Unit (Single Truck or Bus) 26 tons

Two Units (Truck and Trailer, or Tractor and Semi-trailer) 29 tons

Three Units (Tractor, Semi-trailer and trailer) 37 tons

This action shall also rescind Traffic Control Order #1956

APPROVED **REJECTED**

DATE:

BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop

DATE:

TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

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/Director of Public Works

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 1956

LOCATION: Lewis Street Bridge Over Grand River

DATE: August 3, 2007

ASSIGNED TO: Engineering

TCO DESCRIPTION

Review weight limits for bridge on Lewis Street over the Grand River

BY JON H. DOWLING, P.E.

RECOMMENDATION

Load limits for traffic traveling upon the bridge on Lewis Street over the Grand River are as follows:

Gross Weight

One Unit (Single Truck or Bus) 40 tons

Two Units (Truck and Trailer, or Tractor and Semi-trailer) 51 tons

Three Units (Tractor, Semi-trailer and trailer) 57 tons

APPROVED **REJECTED**

DATE:

BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop

DATE:

TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts

Stop

Time Limit

No Parking

Loading Zone

One Way

Yield

Paint

Other

ASSIGNMENT COMPLETED

DATE:

BY: Sign Shop

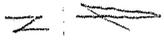
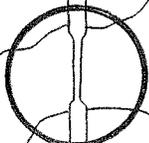
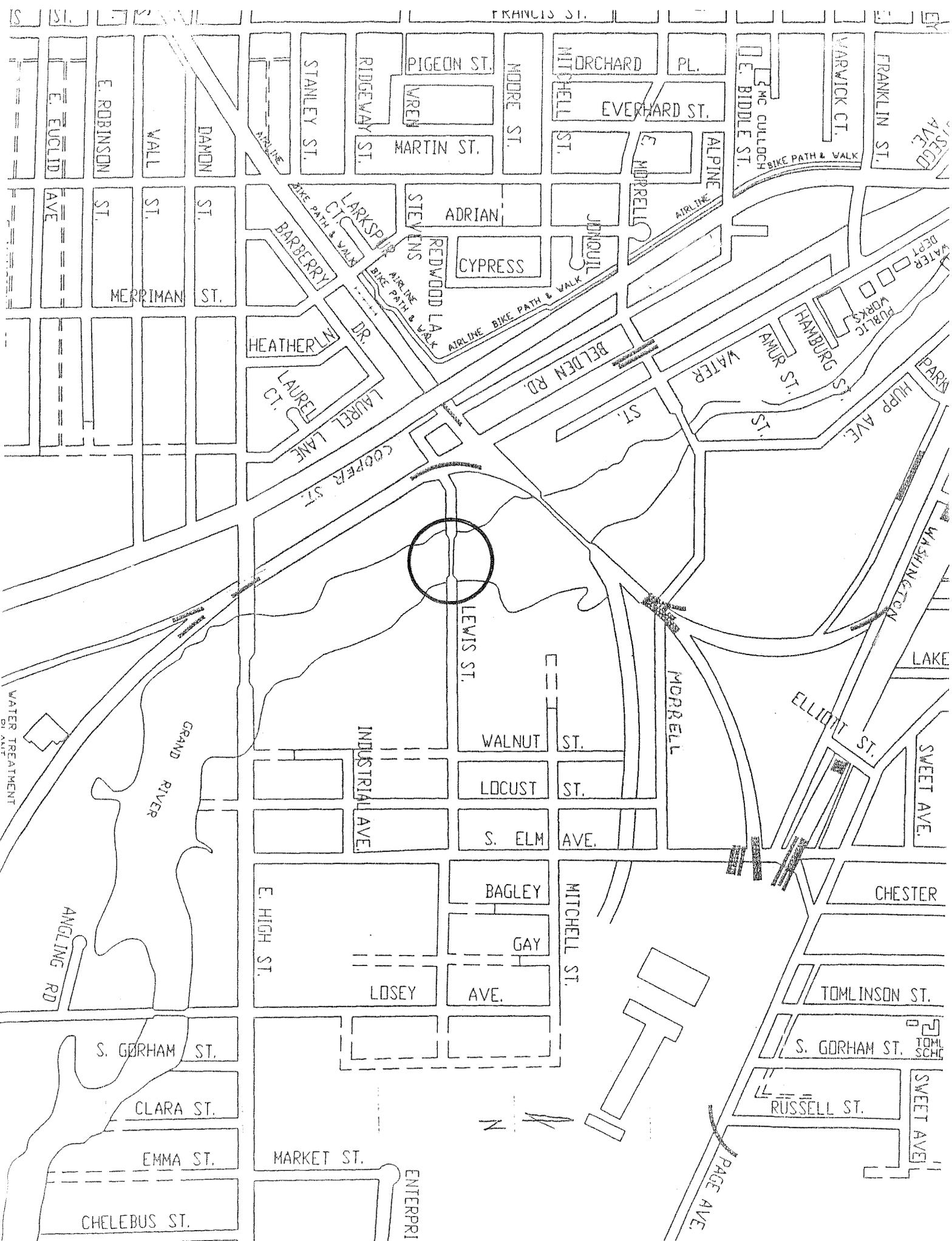
WORK INSPECTED

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





Department of Community Development

Building a Stronger Community

161 W. Michigan Avenue • Jackson, MI 49201-1303•

Facsimile (517) 780-4781

Administrative Services
(517) 788-4060

Building Inspection
(517) 788-4012

Rehabilitation Services & Information
(517) 788-4070

CITY COUNCIL MEETING

January 24, 2012

NEW BUSINESS

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, Deputy City Manager/Community Development Director

RE: CDBG and HOME Financial Summaries through December 2011

MOTION: **Receipt of the CDBG and HOME Financial Summaries through December 2011**

Attached please find Financial Summaries for CDBG and HOME funds for the six months ended December 31, 2011.

Cc: Heather Soat, Accounting Manager
Michelle Pultz, Records Management Coordinator

**City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Six Months Ended December 31, 2011**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Public Services</u>							
1 AWARE							
FY 2010/2011	15,000	12,500	-	2,500	15,000	-	100.0%
FY 2011/2012	5,500	-	-	-	-	5,500	0.0%
2 JAHC - Homeownership Training (FY 2010/2011)	8,000	7,737	-	128	7,865	135	98.3%
3 MLK Summer Program	40,000	-	40,000	40,000	40,000	-	100.0%
4 Center for Family Health	10,000	-	1,626	10,000	10,000	-	100.0%
5 Partnership Park-After School Programs (FY 2010/2011)	5,000	2,690	-	2,310	5,000	-	100.0%
6 United Way - 211 Services	7,500	-	-	4,516	4,516	2,984	60.2%
7 Salvation Army - Heating Assistance	55,954	-	-	-	-	55,954	0.0%
<u>Administration</u>							
8 Administration & Planning							
FY 2010/2011	249,700	145,174	16,660	104,526	249,700	-	100.0%
FY 2011/2012	205,000	-	542	542	542	204,458	0.3%
<u>Code Enforcement</u>							
9 City Code Enforcement Division							
FY 2010/2011	503,345	386,244	-	117,101	503,345	-	100.0%
FY 2011/2012	500,000	-	77,456	98,788	98,788	401,212	19.8%
10 City Attorney Office							
FY 2010/2011	63,000	33,722	3,992	18,289	52,011	10,989	82.6%
FY 2011/2012	14,000	-	-	-	-	14,000	0.0%
<u>Housing Rehabilitation Projects</u>							
11 Owner Occupied Housing Rehabilitation							
FY 2008/2009	58,980	33,345	-	2,989	36,334	22,646 *	61.6%
FY 2009/2010	88,000	-	-	-	-	88,000 *	0.0%
FY 2010/2011	60,000	-	-	-	-	60,000 *	0.0%

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
FY 2011/2012	50,027	-	-	-	-	50,027 *	0.0%
12 City Emergency Hazard Repair Program							
FY 2010/2011	125,000	37,067	1,987	31,708	68,775	56,225	55.0%
FY 2011/2012	54,900	-	-	-	-	54,900	0.0%
13 New Neighbor Program (FY 2005/2006)	80,000	69,329	-	6,943	76,272	3,728 *	95.3%
14 World Changers							
FY 2010/2011	45,585	12,454	-	20,929	33,383	12,202	73.2%
FY 2011/2012	40,000	-	-	-	-	40,000	0.0%
15 Cleanup (FY 2010/2011)	10,000	-	-	-	-	10,000 *	0.0%
16 City Rehab Administration (Denied Loans)							
FY 2008/2009	3,000	1,491	848	1,509	3,000	-	100.0%
FY 2009/2010	1,000	-	52	52	52	948	5.2%
FY 2010/2011	1,000	-	-	-	-	1,000 *	0.0%
FY 2011/2012	1,000	-	-	-	-	1,000 *	0.0%
17 John George Home - building repairs							
FY 2010/2011	10,000	9,660	-	-	9,660	340	96.6%
FY 2011/2012	12,500	-	-	-	-	12,500	0.0%
18 DDA - Façade Loans (FY 2008/2009)	18,000	5,026	-	-	5,026	12,974 *	27.9%
<u>Street Projects</u>							
19 Mason - Jackson to Mechanic (FY 2009/2010)	91,000	66,400	-	(2,707)	63,693	27,307	70.0%
20 Mason - Mechanic to Francis (FY 2009/2010)	72,000	6,718	-	20,359	27,077	44,923	37.6%
21 Loomis - Leroy to North (FY 2009/2010)	90,000	18,715	-	71,285	90,000	-	100.0%
22 Loomis - North to Argyle (FY 2009/2010)	47,000	-	-	47,000	47,000	-	100.0%
23 Monroe Street Sidewalk (FY 2009/2010)	30,000	25,049	-	-	25,049	4,951	83.5%
24 Special Assessments (FY 2009/2010)	22,718	820	-	-	820	21,898	3.6%
25 Wilkins - Jackson to Williams (FY 2010/2011)	103,000	897	200	67,933	68,830	34,170	66.8%
26 Wilkins - Williams to Mechanic (FY 2010/2011)	106,000	-	-	-	-	106,000	0.0%
27 Wilkins - Mechanic to Francis (FY 2010/2011)	136,000	-	-	-	-	136,000	0.0%
28 Special Assessments (FY 2010/2011)	10,000	-	-	-	-	10,000	0.0%
29 Biddle - Jackson to Williams	53,000	-	-	-	-	53,000	0.0%
30 Forest - Bend to Edgewood	106,000	-	-	-	-	106,000	0.0%

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
31 Homewild - Ellery to Edgewood	119,000	-	-	-	-	119,000	0.0%
32 Special Assessments	25,000	-	-	-	-	25,000	0.0%
<u>Other Projects</u>							
33 Public Works - curb ramps							
FY 2009/2010	67,523	57,655	-	9,868	67,523	-	100.0%
FY 2010/2011	20,000	-	-	20,000	20,000	-	100.0%
FY 2011/2012	10,000	-	-	1,714	1,714	8,286	17.1%
34 Tree Removal/Replacement							
FY 2009/2010	25,000	18,751	-	6,249	25,000	-	100.0%
FY 2010/2011	14,000	-	-	13,776	13,776	224	98.4%
FY 2011/2012	15,000	-	-	-	-	15,000	0.0%
<u>Economic Development</u>							
35 Job Creation Loans							
FY 2010/2011	50,000	-	-	-	-	50,000	0.0%
FY 2011/2012	20,000	-	-	-	-	20,000 *	0.0%
<u>Public Improvements</u>							
36 JPD Equipment (FY 2010/2011)	7,752	7,606	-	-	7,606	146 *	98.1%
37 Demolition (FY 2010/2011)	38,000	-	-	-	-	38,000	0.0%

All funds are FY 2011/2012 allocations unless otherwise indicated

Balances denoted with an asterisk have been identified as possible demolition funding for the Neighborhood Economic Stabilization program.

**City of Jackson
HOME
Monthly Financial Summary
For the Six Months Ended December 31, 2011**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2009/2010	547,129	460,727	5,898	17,841	478,568	68,561	87.5%
FY 2010/2011	216,617	-	-	-	-	216,617	0.0%
FY 2011/2012	185,453	-	-	-	-	185,453	0.0%
2 HOME Administration							
FY 2010/2011	30,400	-	-	30,400	30,400	-	100.0%
FY 2011/2012	32,189	-	-	-	-	32,189	0.0%
3 JAHC - Downpayment Assistance							
FY 2010/2011	40,000	-	5,337	14,456	14,456	25,544	36.1%
4 JAHC - CHDO Operating Expenses							
FY 2009/2010	15,000	5,856	-	479	6,335	8,665	42.2%
FY 2010/2011	18,000	-	-	-	-	18,000	0.0%
5 CAA - CHDO Operating Expenses (FY 2011/2012)	16,000	-	-	-	-	16,000	0.0%
6 JAHC - CHDO Acquisition/Rehab/Resale							
FY 2009/2010	73,072	55,477	-	17,595	73,072	-	100.0%
FY 2010/2011	90,000	89,670	-	(16,764)	72,906	17,094	81.0%
7 CAA - CHDO Acq/Rehab/Resale (FY 2011/2012)	53,250	-	-	-	-	53,250	0.0%
8 JAHC - Administration (FY 2010/2011)	6,000	4,600	-	394	4,994	1,006	83.2%
9 Habitat for Humanity (FY 2011/2012)	35,000	-	-	-	-	35,000	0.0%



City Manager's Office

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4035 — Facsimile: (517) 768-5820

CITY COUNCIL MEETING January 24, 2012 Consent Agenda

Establish the Date For Public Hearing – Special Assessment Roll Meterless Parking – Downtown Development Authority

MEMO TO: Martin J. Griffin, Mayor
Member of the Jackson City Council

FROM: Laurence Shaffer, City Manager 

DATE: January 18, 2012

SUBJECT: Establish the Date of Public Hearing – Downtown Meterless Parking

It is requested and recommended that the City Council, consistent with Section 22-3 of the City Code establish a public hearing of necessity on continuing the operation of a meterless parking system for the downtown area.

MOTION: Establishment of February 7, 2012, at the City Council meeting as the time and place to hold a public hearing on the necessity of continuing the operation of the meterless parking system for the downtown area.

Find attached the material supporting the request that the City Council schedule a public hearing of necessity to invite comment and suggestions relative to the recommendation that rates for meterless parking be increased in downtown Jackson. That material is as follows:

1. Recommendation from the Downtown Development Authority (DDA) recommending adjustments in the fees for meterless parking.
2. Recommendation from the City Manager to the DDA seeking endorsement of a parking plan and budget. The report should be considered the City Engineer's report as referenced in the City Code, Section 22-3.

Although the plan recommended by the City Manager and endorsed by the DDA calls for a five year plan for rates for the per space charge and the minimum charge, the City Code appears to suggest that each year requires a separate approval by the City Council in order to appropriately proceed with the Special Assessment roll. The per space charge is recommended to be increased from \$42.00 per space to \$59.00 per space. This recommendation allows for the per space fee to be returned to the same rate that it was three (3) years ago. Also, the recommendation is to increase the minimum charge from \$100.00 to \$150.00.

It is clear that without changes in revenue or expenses, the parking fund – 586 account is not sustainable. Given the fact that expenses have exceeded revenue over the last three years and that the city did not issue a special assessment for parking last year, changes were required to stabilize the budget for the parking

system. The Parking Plan identifies expense reductions going forward of approximately 21percent. That reduction, in my estimation, encouraged the approval of the recommendation from the DDA to endorse the new revenue plan. The plan also identifies revenue from the 585 account that more appropriately should be applied to the 586 account.

In order to implement the change in the fine rates of parking violations, ordinance amendments are required. Consequently, assuming your agreement, I have asked the City Attorney to prepare said amendments for consideration at the February 7, 2012, City Council meeting.

LS:skh

Attachments



Downtown Development Authority (DDA)

1.

Memorandum

Date: January 17, 2012
To: City Council
From: Downtown Development Authority ^{JG}
Re: Meterless Parking Recommendation

The DDA Board met on January 12, 2012 and approved a motion, 6 votes to 1, recommending the following changes to the Meterless Parking System for the 2011-2012 Fiscal Year:

1. Increase the per space annual charge effective immediately, from \$42.00 per space to \$59.00 per space. Further the DDA approved an annual adjustment of \$1.00 per space for the following four (4) years or a per space parking charge of \$60.00 for FY 2012-2013, \$61.00 for FY 2013-2014, \$62.00 for FY 2014-2015, and \$63.00 for FY 2015-2016. Additionally the DDA approved a recommendation to increase the minimum charge from \$100.00 to \$150.00 and increases to \$153 for FY 2012-2013, \$156 for FY 2013-2014, \$159 for FY 2014-2015, and \$162 for FY 2015-2016.
2. Increase the overtime parking fines from \$5.00/\$15.00/\$25.00 for payment within two (2) hours, two to seven (7) days, and over eight (8) days to \$7.00/\$15.00/\$30.00.
3. Increase the various non-overtime and non-handicap violations from \$15.00/\$25.00/\$35.00 to \$17.00/\$34.00/\$68.00
4. Increase the fine for posted handicapped parking from \$40.00/\$50.00/\$60.00 to \$45.00/\$90.00/\$180.00 for violations paid within seventy-two (72) hours, thirty (30) days, or greater than thirty (30) days.

The DDA respectfully requests the City Council to consider this recommendation at their January 24, 2012 meeting.



Jackson Downtown Development Authority
Meeting of January 12, 2012

10th Floor Conference Room
8:00 AM

②

MEMO TO: Richard Sneary, Chairman, Board of Directors
Members of the Board of Directors

FROM: Laurence Shaffer, City Manager *Laurence Shaffer*

DATE: January 11, 2012

SUBJECT: Endorsement of Parking Plan and Budget Prior to City Council Consideration

Allow this memorandum to serve as my recommendation and request that the Board of Directors of the Jackson Downtown Development Authority endorse a parking plan and budget prior to the Jackson City Council consideration of the various requested actions. The motions requested are as follows:

The Jackson Downtown Development Authority (JDDA) endorses the proposed parking plan and budget and, further, the recommendation that the Jackson City Council take the following actions:

1. Increase the per space annual charge, effective immediately, from \$42.00 per space to \$59.00 per space. Further, the JDDA endorses the annual adjustment of a \$1.00 increase per year for the following four (4) years or a per space parking charge of \$60.00 for FY 2012-2013; \$61.00 for FY 2013-2014; \$62.00 for FY 2014-2015; \$63.00 for FY 2015-2016. The JDDA further endorses the increase of the minimum charge for parking from \$100.00 to \$150.00, \$153.00, \$156.00, \$159.00, and \$162.00 for FY 2011/2012, FY 2012/2113, FY 2013/2014, FY 2014/2015 and FY 2015/2016 respectively.
2. Increase the overtime parking fines from \$5.00/\$15.00/\$25.00 for payment within two hours, two hours to thirty days and over thirty days to \$7.00/\$15.00/\$30.00.
3. Increase the various violations from \$15.00/\$25.00/\$35.00 to \$17.00/\$34.00/\$68.00 for obstructing traffic, parked on sidewalks, blocking any part of a driveway, within 15 feet of a hydrant, parked in or near crosswalk, parked within 30 feet of a stop sign, parked in an alley, front yard parking, no parking or standing and other.
4. Increase the fine for posted handicapped parking from \$40.00/\$50.00/\$60.00 to \$45.00/\$90.00/\$180.00 for violations paid within 72 hours, thirty days or greater than thirty days respectively.

Since the last meeting of the JDDA, staff working closely with Jonathan Greene, has developed a proposal that includes the following elements.

- Projected revenue has been increased for the FY 2011/2012 Fund 586, Parking Assessment Fund from \$91,839.00 to \$122,104.00 by increasing the parking space fees by \$14,186.00 and by

moving Fund 585 proceeds of \$12,950.00 into Fund 586. Fines are proportionately increased to reflect changes in fine schedule. The parking space fee proposed is equal to the parking space fee levied three years ago.

- Projected revenue has been increased for the FY 2012/2013 Fund 586 to \$131,989.00 to reflect changes in fee charges.
- Expenses have been reduced for FY 2011/2012 from \$150,043.00 to \$134,406.00 and to \$117,994.00 for FY 2012/2013 or a total one year reduction of over 21 percent.
- Parking Fund 585 will see revenue increases of \$25,250.00 as a result of increasing the YMCA lot from \$1.00 per day to \$2.00 per day and by selling 40 parking permits per month for the old Consumer located on Pearl Street.
- A survey of fines for parking violations was conducted within the last thirty days. The fines proposed place the City of Jackson in the low to moderate range in every category.

Attached is supporting documentation that identifies the details related to the above proposals. Staff to include the City Manager, City Finance Director, Director of Public Works, Parking Manager and the City Assessor has worked diligently with Mr. Greene to develop a short term plan to reduce the operating budget as much as is reasonably possible. However, a draw will continue on the Working Capital Fund. Consequently, although this short term resolution will provide short term relief, it will not solve the issue of deficit funding permanently. We will continue to review both revenue and expenses collaboratively in order to achieve our goals of creating a supportive parking plan that functions on sound economic principles. Thank you for your consideration.

LS:skh

Attachment

cc: Jonathan Greene, Executive Director, JDDA
Matt Heins, Police Chief
Jon Dowling, City Engineer/Director of Public Works
Phil Hones, Finance Director
Bob Dietz, Parking Manager

(586) Parking Assessment Fund

PURPOSE - This Fund is used to account for the revenues and expenses of the City's Meterless Parking System.

CHARACTER - Revenues of this fund consist principally of parking assessments to property owners in the Central Business District. Such assessments are based on the annual operating expense of the System and include such items as the leasing of private parking lots used in the System, lot maintenance, snow removal, utilities and administrative expenses. In the event the City reverts back to a Metered Parking System this fund will be closed out and all parking operations of the City will be accounted for in the Automobile Parking System Fund (585).

AUTHORITY - This Fund was established November 1, 1984, which represents the beginning of first annual operating period covered by assessment. Continuation of the System depends on subsequent annual adoption of new assessment rolls each December 1st.

City of Jackson Fiscal Year 2012/13 Requested Budget Analysis of Estimated Changes in Working Capital

Fund 586 Parking Assessment Fund

	2009/10 Actual	2010/11 Actual	2011/12 Budget	2011/12 Projected	2012/13 Requested	2012/13 Proposed
Revenues	95,056	56,372	91,839	122,104	131,989	
Expenses	208,606	153,710	150,043	134,406	117,994	
Excess of Revenues Over (Under) Expenses	(113,550)	(97,338)	(58,204)	(12,302)	13,995	
Working Capital - Beginning of Year	261,716	148,166	50,828	50,828	38,526	
Working Capital - End of Year	148,166	50,828	(7,376)	38,526	52,521	

City of Jackson
Fiscal Year 2012/13 Requested Budget
Expenditure Detail

Fund 586 Parking Assessment Fund
Dept 586 Parking Assessment

Account Description	2009/10 Actual	2010/11 Actual	2011/12 Budget	2011/12 Projected	2012/13 Requested	2012/13 Proposed
Personal Services:						
586-586-000-706.000 Salaries and Wages	33,895	27,967	36,459	30,000	28,000	
586-586-000-707.000 Temporary Wages	14,706	18,577	19,381	15,000	15,000	
586-586-000-709.000 Overtime	1,626	1,336	3,000	1,300	1,300	
586-586-000-715.000 Employers FICA	3,883	3,553	4,501	2,616	2,579	
586-586-000-719.000 Health Insurance	3,640	3,722	4,554	4,000	4,200	
586-586-000-719.678 RX Drug Insurance	658	735	1,285	1,000	1,100	
586-586-000-719.679 Health Insurance Deductible	0	0	2,672	2,500	2,500	
586-586-000-722.000 Pension-General	2,735	2,407	3,370	2,700	2,700	
586-586-000-724.000 Unemployment Comp.	420	636	322	322	322	
586-586-000-724.001 Workers Compensation	652	611	420	432	432	
586-586-000-725.000 Other Fringe Benefits	411	370	595	595	595	
	<u>62,626</u>	<u>59,914</u>	<u>76,559</u>	<u>60,465</u>	<u>58,728</u>	<u>0</u>
Material and Supplies:						
586-586-000-740.000 Operating Supplies	702	1,232	2,000	1,250	1,250	
586-586-000-744.000 Uniform Allowance	277	158	500	150	150	
586-586-000-782.000 Materials	6,509	3,310	3,000	3,400	3,400	
	<u>7,488</u>	<u>4,700</u>	<u>5,500</u>	<u>4,800</u>	<u>4,800</u>	<u>0</u>
Contractual And Other:						
586-586-000-808.000 Audit Fees	135	169	169	169	175	
586-586-000-818.000 Contractual Services	3,153	10,292	5,746	5,746	6,030	
586-586-000-818.690 CS Forestry	355	0	0	0	0	
586-586-000-920.000 Utilities	3,691	4,643	6,000	4,800	5,040	
586-586-000-936.000 Pavement Repairs	118	3,512	2,000	9,310	5,341	
586-586-000-941.000 Rentals	44,796	23,070	0	0	0	
586-586-000-943.000 Equip. Rental - Motor Pool	19,608	12,665	10,500	13,000	13,000	
586-586-000-962.000 Uncollectible Accounts	0	119.78	0	0	0	
586-586-000-965.101 Admin.-General Fund	27,613	22,622	27,613	23,000	14,000	
586-586-000-966.000 PW Overhead	6,804	4,583	5,000	5,000	5,200	
586-586-000-967.000 ENG Overhead	12,319	7,420	10,956	8,116	5,680	
	<u>118,592</u>	<u>89,096</u>	<u>67,984</u>	<u>69,141</u>	<u>54,466</u>	<u>0</u>
Capital Outlay:						
586-586-000-984.000 Software	19,900	0	0	0	0	
	<u>19,900</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenses	<u><u>208,606</u></u>	<u><u>153,710</u></u>	<u><u>150,043</u></u>	<u><u>134,406</u></u>	<u><u>117,994</u></u>	<u><u>0</u></u>

City of Jackson
Fiscal Year 2012/13 Requested Budget
Revenue Detail

Fund 586 Parking Assessment Fund

Account Description	2009/10 Actual	2010/11 Actual	2011/12 Budget	2011/12 Projected	2012/13 Requested	2012/13 Proposed
586-000-000-652.000 Parking Fines	29,341	24,937	25,000	27,225	33,900	
586-000-000-653.000 Parking Permits (Daily \$2)	3,313	1,904	2,500	2,812	3,750	
586-000-000-653.005 Parking Permits (Lots 6,7,8,14)	17,048	14,548	14,725	14,725	14,400	
586-000-000-653.006 Parking Permits (Lot 9)	5,475	6,055	5,350	5,350	6,060	
586-000-000-664.000 Interest	2,000	1,278	820	820	820	
586-000-000-668.002 Rents and Royalties-113 LLC	0	0	0	12,950	13,500	- 585
586-000-000-685.677 Insurance Refund - W/C	1,129	1,150	0	0	0	
586-000-000-699.101 Cont.-General Fund	100	6,500	6,500	10,000	10,500	
586-000-000-699.895 Cont.-Special Assessment Fund	36,650	0	36,944	48,222	49,059	
Total Revenues	95,056	56,372	91,839	122,104	131,989	0

Sharon Hasen

From: Dave Taylor
Sent: Tuesday, December 06, 2011 3:29 PM
To: Larry Shaffer; Jason Yoakam; Jon Dowling; Bob Dietz; Jonathan Greene; Melissa Woodhurst; Lynn Fessel
Cc: Phil Hones
Subject: METERLESS PARKING 2011-2012 Revised spreadsheet

	Requested by DDA	
Rate per need	Minimum Charge	Current Total
\$42	\$100	\$34,036

2008-2009

Proposed 5 Year Plan with 2% Increases per Year

City Fiscal Year (July to June)	Per Space Rate per need	Minimum Charge	Total Revenue	Increase from current proposed total
2011-12	59	150	48,222	14,186
2012-13	60	153		
2013-14	61	156		
2014-15	62	159		
2015-16	63	162		

- Full presentation w/ cuts

+ estimated replacements/repairs
+ how they are incorporated into rates

- other violations

New IR
Permit 4060
35000
8900

Parking Ticket Fine Review

The current parking violation fine schedule was adopted in 2003 when the Engineering Department became responsible for the day to day operations of the parking systems. This schedule has not been modified for a variety of reasons but a cursory review is in order.

Parking fines should be used as a deterrent for illegal behavior not as a revenue stream. With this in mind a new fine schedule is being proposed by staff to continue to modify behavior so illegal parking does not create inconvenience or safety issues for permit holders, downtown visitors and the motoring public.

As noted in the attachment fiscal 10/11 realized \$23,262.50 in parking fines paid. With the recommended changes an additional \$8,900 could be realized. Again these fines are not intended as a revenue stream but a deterrent for illegal behavior.

Current fine schedule

Violation	If paid w/in 2 hrs	2 hrs to 30 days	31+ days
Overtime parking	\$5	\$15	\$25
Parking fee not paid in Lot #3, Y lot	\$5	\$15	\$25

	If paid w/in 72 hrs	72 hrs to 30 days	31+ days
Obstructing Traffic	\$15	\$25	\$35
Parked on Sidewalk	\$15	\$25	\$35
Blocking any part of driveway	\$15	\$25	\$35
Parked within an intersection	\$15	\$25	\$35
Within 15 feet of a hydrant	\$15	\$25	\$35
Parked on or within 20 feet of a crosswalk	\$15	\$25	\$35
Parked within 30 feet of a stop sign	\$15	\$25	\$35
Parked in an alley	\$15	\$25	\$35
Front yard parking	\$15	\$25	\$35
No parking or No standing	\$15	\$25	\$35
Other...	\$15	\$25	\$35

Posted Handicapped Parking	\$40	\$50	\$60
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Current fine schedule generated \$23,162.50 in fiscal 10/11.

**Proposed Fine
schedule**

Violation	If paid w/in 2 hrs	2hrs to30 days	31+ days
Overtime parking	\$7	\$15	\$30
Parking fee not paid in Lot #3, Y lot	\$7	\$15	\$30

	If paid w/in 72 hrs	72 hrs to 30 days	31+ days
Obstructing Traffic	\$17	\$34	\$68
Parked on Sidewalk	\$17	\$34	\$68
Blocking any part of driveway	\$17	\$34	\$68
Within 15 feet of hydrant	\$17	\$34	\$68
Parked on or within 20 feet of a crosswalk	\$17	\$34	\$68
Parked within 30 feet of a stop sign	\$17	\$34	\$68
Parked in an alley	\$17	\$34	\$68
Front yard parking	\$17	\$34	\$68
No parking or No standing	\$17	\$34	\$68
Other...	\$17	\$34	\$68

Posted Handicapped Parking	\$45	\$90	\$180
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Anticipated increase in annual revenue \$8,900

Pay to park review (585)

Auto Parking System Fund (585)

The Auto Parking System includes City lots outside of the core downtown area and has one pay to park lot. This lot became a pay to park operation in September of 2004 and is located across from the YMCA between Washington Avenue and Wesley Street. The daily rate for this lot is \$1.

There are several other parking lots within the area making up this fund but none of these lots generate revenue either daily or monthly. These lots were obtained in the latest Consumers development era several years ago and have remained open to the public.

In order to continue maintaining the Y lot and the other surface lots a form of revenue generation is required. In consideration of this an increase in the daily rate in the Y lot from \$1 to \$2 is being recommended by staff. Also being recommended is a monthly permit fee of \$25 for the Hayes lot, the Library lot (across from Firestone) and the large parking area previously used by Consumers employees.

Below is an assessment of current, and projected, performance if these recommendations are accepted.

Area	Current annual activity	Projected annual w/increases
Outlying (Old Consumers lots)	None	480 permits (40 per month)@ \$25 each = \$12,000
Lot #3, Y lot	\$12,750 (average)	\$25,500
Total	\$12,750	\$37,500

Overtime violation

City	First Level	Second Level	Third Level	Fourth Level
Ann Arbor	Next day \$25.00	By 14th day \$35.00	15-30 days \$55.00	31+ days \$75.00
Battle Creek	Within 10 days \$5.00	11-20 days \$10.00	20+ days \$15.00	
Grand Rapids	Within 10 days \$20.00	11-90 days \$40.00	91+days \$60.00	
Jackson	Within 2 hours \$5.00	2 hours-30 days \$15.00	31+days \$25.00	
Kalamazoo	Within 6 days \$10.00	7-13 days \$20.00	14-30 days \$30.00	31+ days \$40.00
Lansing	Within 14 days \$15.00	15-28 days \$25.00	29+ days \$35.00	
Average	\$13.66	\$24.16	\$36.66	\$57.50

No Parking Zone

Ann Arbor	Next day \$25.00	2-14 days \$35.00	15-30 days \$55.00	31+ days \$75.00
Battle Creek	Within 10 days \$5.00	11-20 days \$10.00	21+ days \$15.00	
Grand Rapids	Within 10 days \$30.00	11-90 days \$60.00	91+ days \$90.00	
Jackson	Within 72 hours \$15.00	3-30 days \$25.00	31+ days \$35.00	
Kalamazoo	Within 6 days \$10.00	7-13 days \$20.00	14-30 days \$30.00	30+ days \$40.00
Lansing	Within 14 days \$20.00	15-28 days \$30.00	29+ days \$40.00	
Average	\$17.50	\$30.00	\$44.16	\$57.50



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
January 24, 2012

MEMO TO: Honorable Mayor and City Council Members
FROM: Lynn Fessel, City Clerk
SUBJECT: Establishing February 7, 2012 public hearings on Special Assessment Roll Nos. 3365, 3366, 3367, 3368.

MOTION: **Establishment of February 7, 2012, at the City Council meeting as the time and place to hold public hearings on the following Special Assessment Rolls for street construction:**

- 1. Roll No. 3365 for Street Repaving on Loomis from Leroy to Argyle**
- 2. Roll No. 3366 for Street Repaving on North Street from Cooper to Lansing Ave.**
- 3. Roll No. 3367 for Street Repaving on Mason from Mechanic to Francis**
- 4. Roll No. 3368 for Street Repaving on Wilkins from Jackson to Francis**

This Item appeared on the January 10 agenda establishing January 24 public hearings. I discovered a problem with a ten (10) day noticing requirement per the ordinance and realized that we would not be in compliance if we held the public hearings on January 24. Therefore, it is necessary to re-establish the public hearings for February 7. A new notice will be placed in the Jackson Citizen Patriot and new letters sent to property owners on January 25, if Council establishes the February 7 public hearing. A letter was sent to property owners informing them that we would not be holding the public hearings on January 24 and they would receive an updated letter announcing the new date.

Thank you.

C: City Manager



161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

DATE: January 26, 2010
TO: Christopher W. Lewis, Interim City Manager
FROM: Jon H. Dowling, P.E., City Engineer
RE: Engineer's Report for Loomis Street Paving from LeRoy to Argyle

The Department of Engineering requests that City Council establish a public hearing of necessity to be held March 9, 2010, for street paving on Loomis Street from LeRoy to Argyle. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Department of Engineering records show that Loomis Street from Leroy to North was originally constructed in 1949, and from North to Argyle in 1951. Loomis Street, from LeRoy to North, was repaved in 1975 and chip sealed in 1990. Loomis Street, from North to Argyle, was repaved in 1979. The existing pavement has deteriorated with significant cracking and potholes throughout. The existing curb is in fair condition. The attached photographs show the current street conditions.

The Department of Engineering proposes full depth asphalt replacement. The existing six-inch cast iron watermain, which is old and undersized, will be replaced in conjunction with street construction. The watermain portion of this project is part of the watermain replacement program to improve water quality and pressure in the neighbourhood. Estimated construction costs and funding are as follows:

Local Street Funds (CDBG)	\$152,000.00
Street Paving (Assessments)	\$ 74,368.34
Water Funds	<u>\$289,000.00</u>
Total Project Cost	\$515,368.34

In the block between Leroy and North, the new water main will be placed under the pavement by trench construction. Therefore, water funds will pay to replace one-half of the pavement in this segment while the balance of will be paid using CDBG Local Street Funds and assessed to adjacent property owners. In the block between North and Argyle, the new water main will be bored into place in the parkway without disturbing the pavement. Therefore, Water Funds will not contribute to pavement replacement in this section.

The established individual assessment information has been reviewed by the City Assessor and includes corner lots where applicable. According to the City Code, the City Assessor determines if corner lots benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted for this project, the number of annual installment periods will be eight.

TRW:sms

c: Dave Taylor, City Assessor
Lynn Fessel, City Clerk
Randal T. McMunn, P.E., Assistant City Engineer
Troy R. White, P.E., Civil Engineer II



Photo 1: Facing north from north of LeRoy Street



Photo 2: Facing south from North Street



Photo 3: Facing south from midblock between North and Argyle



Photo 4: Facing south from Argyle

NORTH STREET (MATCH, SEE SHEET 2 OF 2)

YATES, KENNETH B HEATHER A YATES 750 LOOMIS ST, JACKSON, MI 49202 8-1593	R-1	42.30'	\$569.78
WORTHINGTON, REX H & PATRICIA E 748 LOOMIS ST, JACKSON, MI 49202 8-1592	R-1	42.31'	\$569.91
KISTKA, MARY & PETER TRUST 2520 DORVIN DR, JACKSON, MI 49201 8-1588 (746 LOOMIS ST.)	R-1	42.31'	\$569.91
MOSKE, DAVID M 742 LOOMIS ST JACKSON, MI 49202 8-1586	R-1	84.61'	\$1,139.69
ALBRECHT, AARON & HEATHER 736 LOOMIS ST, JACKSON, MI 49202 8-1582	R-1	42.31'	\$569.91
WHITNEY, MARY C LE 732 LOOMIS ST JACKSON, MI 49202 8-1581	R-1	63.46'	\$854.80
BEM, MICHAEL G 730 LOOMIS ST, JACKSON, MI 49202 8-1577	R-1	63.46'	\$854.80
McCURDY, ERIN L, ET AL 728 LOOMIS ST, JACKSON, MI 49202 8-1576	R-1	55.21'	\$743.67
CAPLES, JOHN P & ABBEY I 722 LOOMIS ST, JACKSON, MI 49202 8-1573	R-1	47.99'	\$646.42
JOHNSON, SCOTT R & CARY L 718 LOOMIS ST, JACKSON, MI 49202 8-1572	R-1	39.74'	\$535.29
LIENHART, MARY & LIENHART, JEANNETTE M 716 LOOMIS ST, JACKSON, MI 49202 8-1571	R-1	48.46'	\$652.75
ALBERT, PATRICK 712 LOOMIS ST, JACKSON, MI 49202 8-1568	R-1	51'	\$686.97
EAGLE, ROBERT G & RITA C 710 LOOMIS ST, JACKSON, MI 49202 8-1567	R-1	41.25'	\$555.63
BAUM, ROBERT K 7100 MAPLE LANE RD, RIVES JUNCTION, MI 49277 8-1566 (708 LOOMIS ST.)	R-1	38.71'	\$521.42
KEMLER, JERRY O & NANCY J 704 LOOMIS ST, JACKSON, MI 49202 8-1563	R-1	46.96'	\$632.55
LEHMAN, ALMA & EDWARD TRUST 3605 WHEELER RD, BAY CITY, MI 48706 8-1562 (702 LOOMIS ST.)	R-1	63.46'	\$854.80

88.92' R-1	\$1,197.75	HOLZWORTH, JAIME L & JUDITH A 749 LOOMIS ST JACKSON, MI 49202 8-1559
38' R-1	\$511.86	BABCOCK, LORI A 745 LOOMIS ST, JACKSON, MI 49202 8-1558
63.46' R-1	\$854.80	GEYER, HEIDI L 741 LOOMIS ST JACKSON, MI 49202 8-1555
63.46' R-1	\$854.80	DETTLOFF, JIMMY R 739 LOOMIS ST JACKSON, MI 49202 8-1554
55.46' R-1	\$747.04	CORSER, MICHAEL & DENISE 733 LOOMIS ST JACKSON, MI 49202 8-1551
48' R-1	\$646.56	WHALEN, MARCIA 731 LOOMIS ST JACKSON, MI 49202 8-1550
40' R-1	\$538.80	WALDO, DAVID M 727 LOOMIS ST, JACKSON, MI 49202 8-1549
38.67' R-1	\$520.88	REYNOLDS, AUBREY & PHYLLIS 725 LOOMIS ST, JACKSON, MI 49202 8-1546
16.5' ALLEY		
55.21' R-1	\$743.67	ZAMER, KAY L 723 LOOMIS ST JACKSON, MI 49202 8-1545
63.46' R-1	\$854.80	ROBINSON, JEANNETTE R 719 LOOMIS ST JACKSON, MI 49202 8-1541
31.73' R-1	\$427.40	8-1539 BERRY, STEPHANIE M 715 LOOMIS ST, JACKSON, MI 49202
31.73' R-1	\$427.40	8-1540 BURKHART, SCOTT E & MARCIE A, 115 AUSTIN AVE JACKSON, MI 49202 (713 LOOMIS ST.)
63.46' R-1	\$854.80	COMSTOCK, FORREST S 711 LOOMIS ST JACKSON, MI 49202 8-1536
40' R-1	\$538.80	SMITH, JUANITA L 707 LOOMIS ST, JACKSON, MI 49202 8-1535
40' R-1	\$538.80	PATRICK, RICK TRUST PO BOX 747, JACKSON, MI 49204 8-1533 (703 LOOMIS ST)
46.92' R-1	\$632.01	PATRICK, RICK TRUST P O BOX 747, JACKSON, MI 49204 8-1532 (LOOMIS ST)

LEROY STREET

PROJECT LIMITS



SCALE:	N.T.S.
DATE:	09/11/2009
DRAWN BY:	MGB
CITY OF JACKSON DEPARTMENT OF ENGINEERING	

ASSESSMENT MAP FOR LOOMIS STREET FROM LEROY TO ARGYLE PAGE 1 OF 2

ARGYLE STREET

PROJECT LIMITS

<p>HOUTHOOFD, CHRISTOPHER F 850 LOOMIS ST JACKSON, MI 49202 8-1743.7</p>	<p>\$3,943.04 R-1 122'</p>	<p>129' R-1 \$2,794.14</p>	<p>FOUNTAIN, JAMES L III ET AL 851 LOOMIS ST JACKSON, MI 49202 8-1748.3</p>
<p>SMIGIELSKI, FRANCES ESTATE C/O MARIE BALCH, PR 2667 N STURGEON RD MIDLAND, MI 48642 8-1743.7A (842 LOOMIS ST.)</p>	<p>\$2,844.16 R-1 88'</p>	<p>69' R-1 \$2,230.08</p>	<p>BAZYLEWICZ, BERNARD J & ANNA D TRUST 843 LOOMIS ST JACKSON, MI 49202 8-1748.2A</p>
<p>BEST, ANTHONY J & FRED A 840 LOOMIS ST JACKSON, MI 49202 8-1743.1</p>	<p>\$2,585.60 R-1 80'</p>	<p>66' R-1 \$2,133.12</p>	<p>PROEVSKI, STEVEN J 839 LOOMIS ST, JACKSON, MI 49202 8-1748.2B</p>
<p>CLARK, MARY L 830 LOOMIS ST JACKSON, MI 49202 8-1743</p>	<p>\$2,714.88 R-1 84'</p>	<p>88' R-1 \$2,844.16</p>	<p>DRONGOWSKI, ANTOINETTE LIVTRST 833 LOOMIS ST JACKSON, MI 49202 8-1748.2</p>
<p>KORC, JOHN F & DOLORES 826 LOOMIS ST JACKSON, MI 49202 8-1743.6A</p>	<p>\$2,858.38 R-1 88.44'</p>	<p>88' R-1 \$2,844.16</p>	<p>COLLVER, JEFFERY & CYNTHIA 827 LOOMIS ST JACKSON, MI 49202 8-1748.2D</p>
<p>ROJEK, HELEN 818 LOOMIS ST JACKSON, MI 49202 8-1743.4</p>	<p>\$2,858.38 R-1 88.44'</p>	<p>78' R-1 \$2,520.96</p>	<p>GLEATON, JOHN P 823 LOOMIS ST JACKSON, MI 49202 8-1748.2C</p>
<p>MOSKE, MARY E 814 LOOMIS ST JACKSON, MI 49202 8-1743.2</p>	<p>\$2,894.57 R-1 89.56'</p>	<p>10' \$150.00</p>	<p>OWNER UNKNOWN, 8-1747.01</p>
<p>PYCIAK, STANLEY & MARGARET LE 810 LOOMIS ST JACKSON, MI 49202 8-1743.2A</p>	<p>\$2,779.52 R-1 86'</p>	<p>66' R-1 \$2,133.12</p>	<p>GALARDI, FRANK & FRANCES 815 LOOMIS ST JACKSON, MI 49202 8-1747</p>
<p>STAIRS, MARK K 910 E NORTH ST JACKSON, MI 49202 8-1741</p>	<p>\$2,859.12 R-1 132'</p>	<p>99' R-1 \$3,199.68</p>	<p>KOKOCZKA, IRENE 813 LOOMIS ST JACKSON, MI 49202 8-1748.1AA</p>
		<p>165' R-1 \$5,332.80</p>	<p>ASSEMBLIES OF GOD MICHIGAN DISTRICT 31500 W 13 MILE RD, STE 140 FARMINGTON HILLS, MI 48334-2172 8-1744 (1010 E NORTH ST)</p>

NORTH STREET (MATCH, SEE SHEET 1 OF 2)



SCALE: N.T.S.
DATE: 09/11/2009
DRAWN BY: MGB
CITY OF JACKSON
DEPARTMENT OF
ENGINEERING

ASSESSMENT MAP FOR LOOMIS STREET
FROM LEROY TO ARGYLE
PAGE 2 OF 2



161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

DATE: May 3, 2010
TO: Christopher W. Lewis, Interim City Manager
FROM: Jon H. Dowling, P.E., City Engineer
RE: Engineer's Report for North Street Reconstruction from Lansing to Cooper

The Department of Engineering requests that City Council establish a public hearing of necessity to be held May 25, 2010, for street reconstruction on North Street from Lansing Avenue to Cooper Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Department of Engineering records show that North Street from Lansing to Cooper was last reconstructed in two phases spanning 1957 and 1958. Since that time, the street was crack sealed in 1992 and chip sealed in 1996. The existing pavement has deteriorated with significant cracking over the entire surface and potholes throughout.

The existing curb between Lansing and Blackstone is overlaid and in poor condition with spalled and broken sections throughout. The same poor conditions apply to smaller sections between Blackstone and Cooper, particularly from the Grand River through the east approach to the rail crossing. Also, there is a gap in the sidewalk on the south side of the street between the Grand River and Cooper Street. The attached photographs show the current street conditions.

The Department of Engineering proposes full-depth asphalt pavement replacement throughout the entire project area, replacement of curb and gutter in the areas outlined above where the condition is poor and sidewalk construction where it is missing. The cast iron water main between Blackstone and Cooper, which is old and undersized, will be replaced in conjunction with street construction. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighbourhood. Sections of brick sanitary sewer will also be replaced with PVC pipe. The brick sewer, originally constructed in 1907, is fragile with age, over-sized and a source of ground water infiltration.

Estimated construction costs and funding are as follows:

MDOT/FHWA Funds	\$ 903,000.00
Major Street Funds	\$ 249,000.00
Street Construction Assessments	\$ 202,464.29
Water Funds	\$ 383,000.00
Sewer Funds	<u>\$ 72,000.00</u>
Total Project Cost	\$1,809,464.29

The established individual assessment information has been reviewed by the City Assessor and includes corner lot benefits where applicable. According to the City Code, the City Assessor determines if corner lots benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted by resolution on July 21, 1998, and on the highest individual assessments for this project, the number of annual installment periods will be eight.

TRW:sms

c: Dave Taylor, City Assessor
Lynn Fessel, City Clerk
Randall T. McMunn, P.E., Assistant City Engineer



Photo 1: Facing east from Lansing Avenue, north side



Photo 2: Facing east from Northwood Lane



Photo 3: Facing west from Blackstone

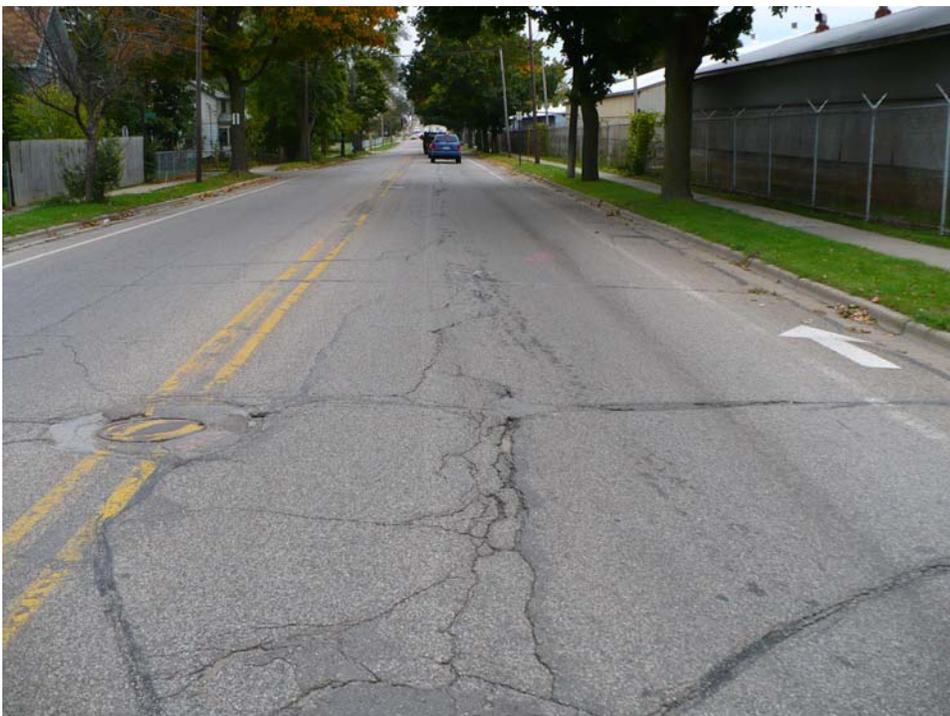


Photo 4: Facing east from Blackstone



Photo 5: Facing west from east side of RR crossing

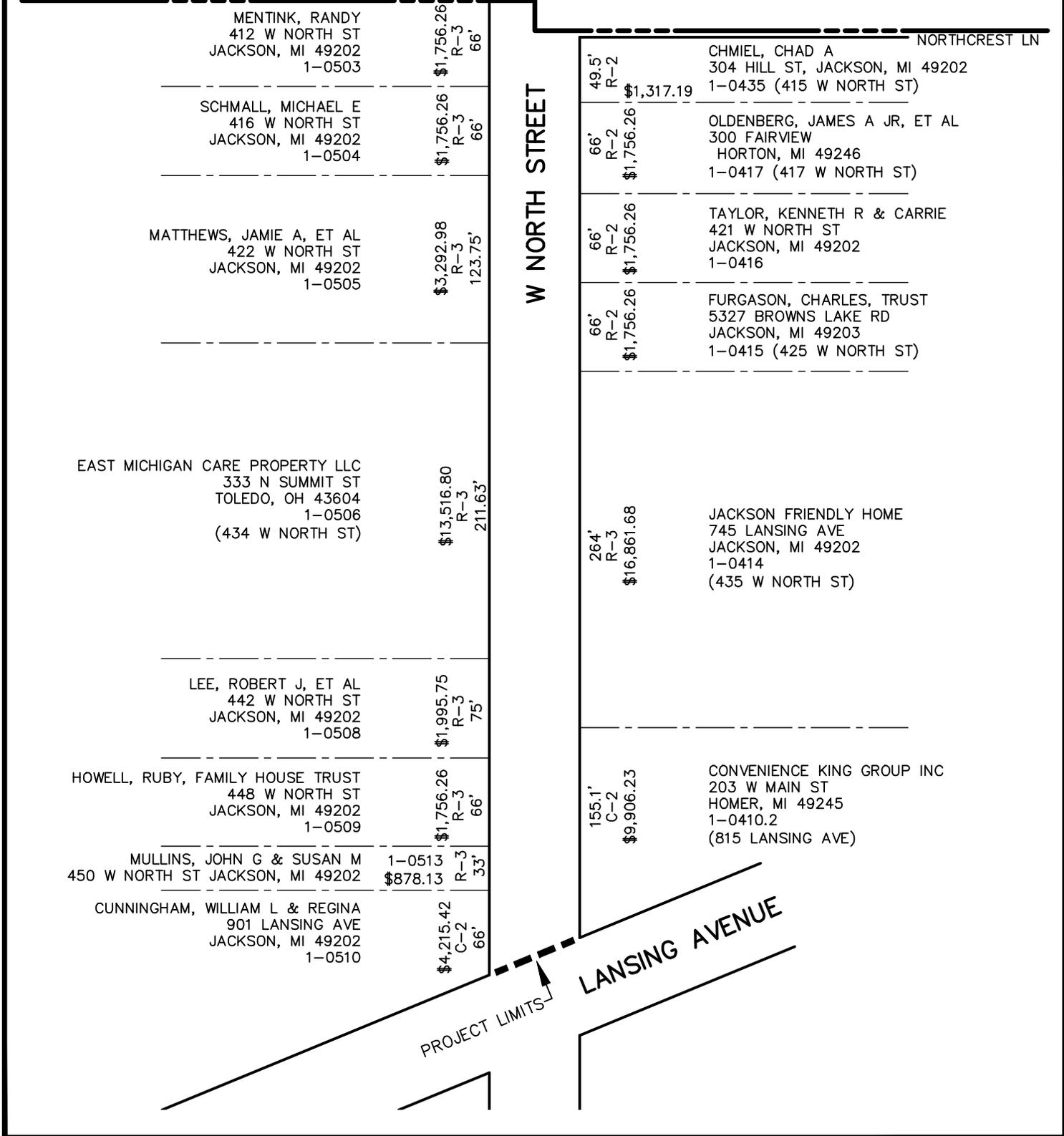


Photo 6: Facing east from east side of RR crossing



Photo 7: Facing west from east side of Hamilton

MATCHLINE, SEE SHEET 2



	SCALE: 1" = 100'	ASSESSMENT MAP FOR NORTH STREET FROM LANSING TO COOPER PAGE 1 OF 5
	DATE: 04/24/10	
	DRAWN BY: TRW	
	CITY OF JACKSON DEPARTMENT OF ENGINEERING	

GEORGE STREET

MORAN, DAVID 900 GEORGE ST, JACKSON, MI 49202 1-0460	\$867.07	R-1 41.25'
MORAN, DAVID 900 GEORGE ST, JACKSON, MI 49202 1-0459 (242 W NORTH ST)	\$325.00	R-1 41.25'
GREVE, CINDY L 246 W NORTH ST JACKSON, MI 49202 1-0458	\$1,907.56	R-1 90.75'

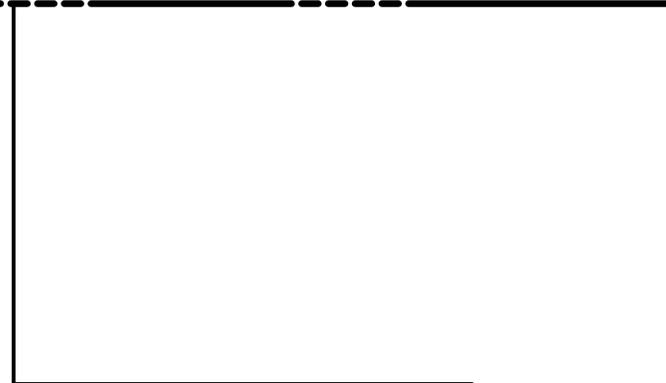
BLACKSTONE STREET

LEMASTER LLC 5250 M-52 STOCKBRIDGE, MI 49285 1-0473.1 (300 W NORTH ST)	\$12,646.26	C-1 198'
LEMASTER LLC 1703 E MICHIGAN AVE JACKSON, MI 49202 1-0476 (314 W NORTH ST)	\$1,756.26	R-1 66'

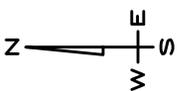
SPRING STREET

PRUS, RICHARD 900 SPRING ST JACKSON, MI 49202 1-0490	\$2,354.88	R-1 132'
WINTERS, PEGGY L c/o FIRST FRANKLIN LOAN SERVICES PO BOX 1838, PITTSBURG, PA 15230 1-0502 (408 W NORTH ST)	\$1,756.26	R-3 66'

MATCHLINE, SEE SHEET 1



126.72' R-2	\$8,093.60	McCRUM, STEVEN M 812 N BLACKSTONE ST JACKSON, MI 49202 1-0428
73.36' R-2	\$1,952.10	KARAZIM, BARBARA, LIFE ESTATE 3008 JOHN GLENN DR JACKSON, MI 49201 1-0424 (311 W NORTH ST)
68.36' R-2	\$1,819.05	McKESSY, CHAD & CHERYL 1582 AMBS SHORE DR JACKSON, MI 49201 1-0423 (315 W NORTH ST)
10'		ALLEY
71' R-2	\$1,889.31	POLASKI, RANDY 319 W NORTH ST JACKSON, MI 49202 1-0431
66' R-2	\$1,756.26	WALKER, JOHNNY J & REBECCA M 401 W NORTH ST JACKSON, MI 49202 1-0432
10'		NORTHWOOD LN
66' R-2	\$1,756.26	STEINMILLER, PAUL E 405 W NORTH ST JACKSON, MI 49202 1-0433
56.1' R-2	\$1,492.82	ROWLEY, DERRICK & PATRICIA 412 NORTHCREST LN JACKSON, MI 49202 1-0434 (409 W NORTH ST)
		NORTHCREST LN



SCALE:	1" = 100'
DATE:	04/24/10
DRAWN BY:	TRW
CITY OF JACKSON DEPARTMENT OF ENGINEERING	

MATCHLINE, SEE SHEET 4

GRAND RIVER

COUNTY OF JACKSON
120 W MICHIGAN AVE
JACKSON, MI 49201
1-0555
(W NORTH ST)

\$0.00
1-1
198'

COUNTY OF JACKSON
120 W MICHIGAN AVE
JACKSON, MI 49201
1-0556
(W NORTH ST)

\$0.00
1-1
222.75'

MYRTLE STREET

BENSON, PAUL A
226 W NORTH ST
JACKSON, MI 49202
1-0457

\$1,387.32
R-1
66'

BLAIS, JEAN-PAUL & EMMA
2240 BROOKLYN RD, LOT D2
JACKSON, MI 49203
1-0455 (230 W NORTH ST)

\$1,387.32
R-1
66'

JIMENEZ, JOHN H
236 W NORTH ST
JACKSON, MI 49202
1-0437 (232 W NORTH ST)

\$450.00
R-1
57.75'

JIMENEZ, JOHN H
236 W NORTH ST
JACKSON, MI 49202
1-0436

\$1,213.90
R-1
57.75'

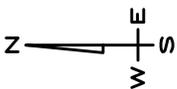
W NORTH STREET

938'
C-4
\$0.00

COUNTY OF JACKSON
C/O KAREN COFFMAN
120 W MICHIGAN AVE
JACKSON, MI 49201
1-0363
(104 W GANSON ST)

GEORGE STREET

MATCHLINE, SEE SHEET 2



SCALE: 1" = 100'

DATE: 04/24/10

DRAWN BY: TRW

CITY OF JACKSON
DEPARTMENT OF
ENGINEERING

ASSESSMENT MAP FOR NORTH STREET
FROM LANSING TO COOPER
PAGE 3 OF 5

HAMILTON STREET

MATCHLINE, SEE SHEET 5

COMMERCIAL EXCHANGE INC
2301 E MICHIGAN AVE
JACKSON, MI 49202
8-2439
(1000 HAMILTON ST)

\$9,025.00
1-1
313.5'

COMMERCIAL EXCHANGE INC
2301 E MICHIGAN AVE
JACKSON, MI 49202
8-2458
(140 W NORTH ST)

\$6,306.25
1-1
125'

AIRMASTER FAN CO
C/O COMMERCIAL EXCHANGE
2301 E MICHIGAN AVE
JACKSON, MI 49202
8-2460
(150 W NORTH ST)

\$9,633.95
1-1
175'

MCRR RIGHT-OF-WAY

COUNTY OF JACKSON
SALLY GRIFFIS
120 W MICHIGAN AVE
JACKSON, MI 49201
8-2468.1
(W NORTH ST)

\$0.00
1-1
119'

W NORTH STREET

336'
PUDD
\$8,275.00

ENTERPRISE GROUP PROPERTY DEV LLC
ONE JACKSON SQUARE
JACKSON, MI 49201
8-2492.08
(NORTH ST)

33'
PUDD
\$2,253.24

EXCEL-NEW URBAN LTD DIV HOUSING
ONE JACKSON SQUARE, JACKSON, MI 49201
8-2492.06 (NORTH ST)

443'
PUDD
\$31,321.64

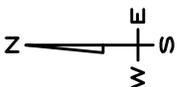
ENTERPRISE GROUP PROPERTY DEV LLC
ONE JACKSON SQUARE
JACKSON, MI 49201
8-2492.07
(NORTH ST)

139.5'
1-1
\$11,397.15

TINGLEY, EUGENE C & ROSS R ET AL
1884 GLENSHIRE DR
JACKSON, MI 49201
8-2467
(167 W NORTH ST)

MCRR RIGHT-OF-WAY

MATCHLINE, SEE SHEET 3



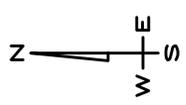
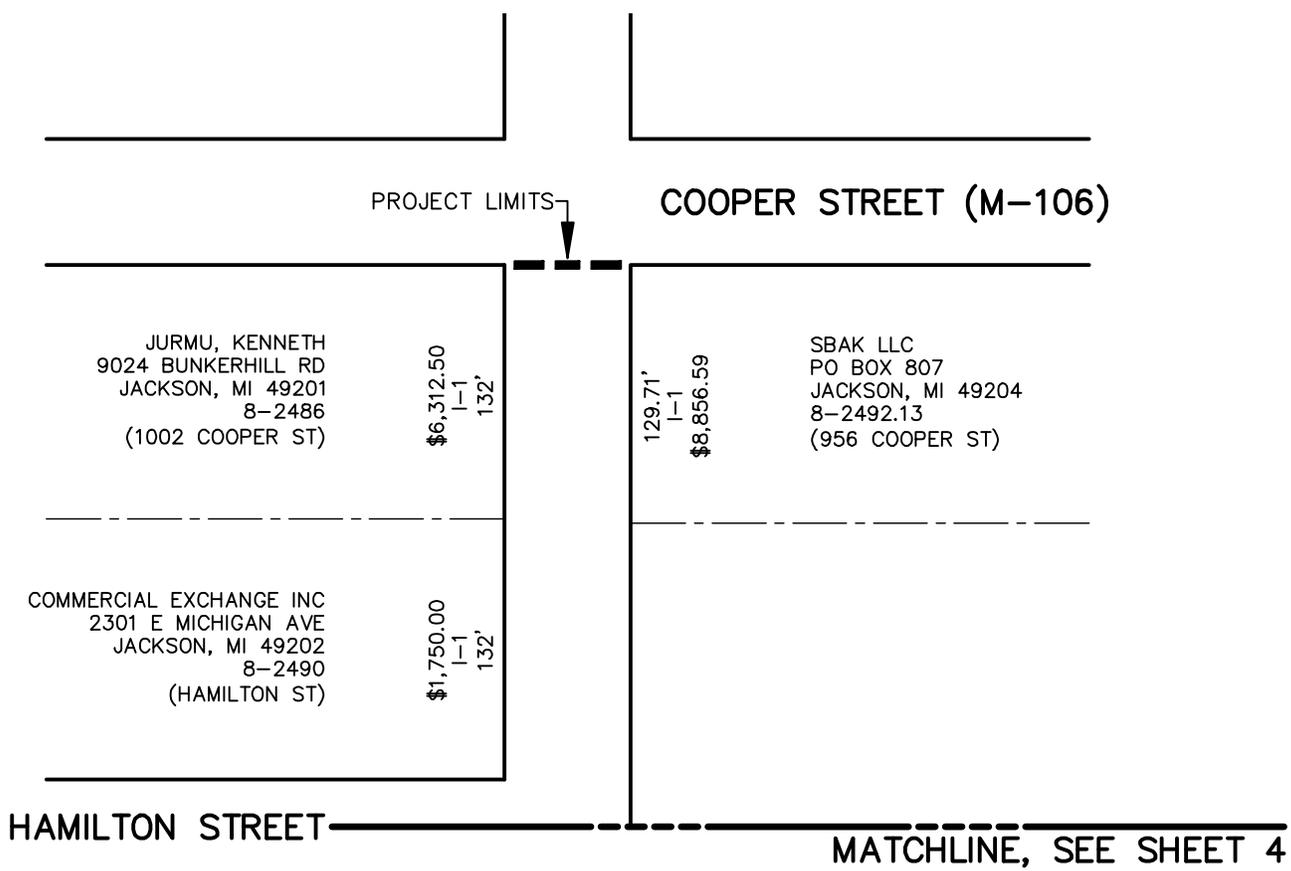
SCALE: 1" = 100'

DATE: 04/24/10

DRAWN BY: TRW

CITY OF JACKSON
DEPARTMENT OF
ENGINEERING

ASSESSMENT MAP FOR NORTH STREET
FROM LANSING TO COOPER
PAGE 4 OF 5



SCALE: 1" = 100'

DATE: 04/24/10

DRAWN BY: TRW

CITY OF JACKSON
DEPARTMENT OF
ENGINEERING

ASSESSMENT MAP FOR NORTH STREET
FROM LANSING TO COOPER
PAGE 5 OF 5



161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

DATE: January 26, 2010
TO: Christopher W. Lewis, Interim City Manager
FROM: Jon H. Dowling, P.E., City Engineer
RE: Engineer's Report for Mason Street Paving, Mechanic to Francis

The Department of Engineering requests that City Council establish a public hearing of necessity to be held February 23, 2010, for street paving on Mason Street from Mechanic to Francis. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Department of Engineering records show that this section of Mason Street was constructed in 1930, received chip seal in 1963, and crack seal in 2002. The existing pavement has deteriorated with significant cracking throughout with scattered potholes. The existing curb is in poor condition with the curb head broken or missing throughout. The attached photographs show the current street conditions.

The Department of Engineering proposes full depth asphalt and curb replacement. The existing four-inch cast iron watermain, which is old and undersized, will be replaced in conjunction with street construction. The watermain portion of the project is part of the watermain replacement program to improve water quality and pressure in this neighbourhood. Estimated construction costs and funding are as follows:

Local Street Funds (CDBG)	\$ 66,000.00
Street Paving (Assessments)	\$ 14,355.24
Water Funds	<u>\$ 90,000.00</u>
Total Project Cost	\$170,355.24

Water funds will pay to replace one-half of the pavement. The balance of the pavement costs will be paid for using CDBG Local Street Funds and assessed to adjacent property owners.

The established individual assessment information has been reviewed by the City Assessor and includes corner lots where applicable. According to the City Code, the City Assessor determines if corner lots benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted for this project, the number of annual installment periods will be seven.

TRW:sms

c: Dave Taylor, City Assessor
Lynn Fessel, City Clerk
Randal T. McMunn, P.E., Assistant City Engineer
Troy R. White, P.E., Civil Engineer II



Photo 1: Facing west from Francis



Photo 2: Facing east from Mechanic

S FRANCIS STREET

PROJECT LIMITS

HARRIS, ANDREW P 118 E MASON ST JACKSON, MI 49203	5-0136 \$2,125.00	R-3 85'
LASALLE BANK NA, TRUSTEE 9601 MCALLISTER, SAN ANTONIO, TX 78216 (116 E MASON ST)	5-0135 \$1,272.76	R-3 47'
16.5' BUFFALO ALLEY		
DETLEFS, GARY 117 E FRANKLIN ST, JACKSON, MI 49201 (114 E MASON ST)	5-0134 \$225.00	R-3 44'
WOOD, DAN & WHITE, TIM 908 S. JACKSON ST JACKSON, MI 49203 (112 E MASON ST)	5-0130 \$1,191.52	R-3 44'
MURGAI, VIKRAM ET AL 50 FRYER CT, SAN RAMON, CA 94583 (108 E MASON ST)	5-0129 \$1,191.52	R-3 44'
16.5' ALLEY		
ANDERSON, MABEL TRST 511 WILDWOOD AVE JACKSON, MI 49201 (513 S. MECHANIC ST.)	5-0122 \$2,394.48	R-3 132'

E MASON STREET

HARRIS, ANDREW P 118 E MASON ST, JACKSON, MI 49203 (600 FRANCIS ST)	5-0202 \$775.00	92.5' C-2
HARRIS, ANDREW P 118 E MASON ST, JACKSON, MI 49203 (E MASON ST)	5-0201 \$400.00	48.5' C-2
16.5' BUFFALO ALLEY		
IB PROPERTY HOLDING LLC C/O BAYVIEW LOAN SERVICING LLC 4425 PONCE DELEON BLVD CORAL GABLES, FL 33146 (115 E MASON ST)	5-0207 \$2,234.10	82.5' R-3
NICE, LOUIS S 107 E. MASON ST JACKSON, MI 49203 (109 E MASON ST)	5-0208 \$450.00	66' R-3
NICE, LOUIS S 107 E MASON ST, JACKSON, MI 49203	5-0209 \$300.00	33' R-3
BEACH, RICHARD PO BOX 6371 JACKSON, MI 49204 (601 S MECHANIC ST)	5-0210 \$1,795.86	99' R-3

S MECHANIC STREET

PROJECT LIMITS



SCALE: 1" = 100'
 DATE: 10/09/2009
 DRAWN BY: MGB
 CITY OF JACKSON
 DEPARTMENT OF
 ENGINEERING

ASSESSMENT MAP FOR E MASON STREET FROM MECHANIC TO FRANCIS PAGE 1 OF 1



161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4160 — Facsimile: (517) 768-6435

DATE: March 14, 2011
TO: Warren D. Renando, City Manager
FROM: Jon H. Dowling, P.E., City Engineer/Director of Public Works
RE: Engineer's Report, Wilkins Street Reconstruction from Jackson to Francis

The Department of Engineering requests that City Council establish a public hearing of necessity to be held April 12, 2011 for street reconstruction on Wilkins Street from Jackson to Francis. This report is prepared for City Council per the Assessment Ordinance regarding the necessity of street construction.

Department of Engineering records show that this section of Wilkins Street was constructed in 1927 and the pavement was overlaid in 1979. The existing bituminous on concrete pavement is badly deteriorated with significant cracking and scattered potholes throughout. The curb is also deteriorated and broken. The attached photographs show the current street conditions.

The Department of Engineering proposes to reconstruct Wilkins Street with new asphalt pavement and curb and gutter. The cast iron water main, which is old and undersized, will be replaced in conjunction with street construction. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood. The brick sanitary sewer between Williams and Francis will also be replaced with PVC pipe. The brick sewer, originally constructed in 1907, is fragile with age, over-sized and a source of ground water infiltration.

Estimated project costs and funding are as follows:

Local Street Funds (CDBG)	\$ 276,300.00
Street Construction Assessments	\$ 80,771.80
Water Funds	\$ 231,300.00
Sewer Funds	<u>\$ 119,400.00</u>
Total Project Cost	\$ 707,771.80

The established individual assessment information has been reviewed by the City Assessor and includes reductions for corner lots where applicable. According to the City Code, the City Assessor determines if corner lots benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments in the Special Assessment Policy adopted by resolution on July 21, 1998, the number of annual installment periods will be ten.

TRW:sms

c: Dave Taylor, City Assessor
Lynn Fessel, City Clerk
Randal T. McMunn, P.E., Assistant City Engineer
Troy R. White, P.E., Civil Engineer II



Photo 1: Facing east towards William from east of Jackson Street



Photo 2: Facing west from mid-block between Williams & Mechanic



Photo 3: Facing east towards Francis from east of Mechanic



Photo 4: Facing west towards Mechanic from west of Francis

S MECHANIC ST

MATCHLINE, SEE SHEET 2 OF 2

COMMUNITY ACTION AGENCY 1214 GREENWOOD AVE JACKSON, MI 49203 (610 S MECHANIC ST)	4-0590	R-3	82.5'
	\$2,490.27		
LYONS, KIJA 106 W WILKINS ST JACKSON, MI 49203	4-0591	R-3	49.5'
	\$2,230.96		
ALLEY			
CONNER, ROBERT L PO BOX 1351 JACKSON, MI 49204 (108 W WILKINS ST)	4-0772	R-3	57.75'
	\$2,602.79		
LEVY, TAMIRA K, 491 VALLEY, #6 ORANGE, NJ, 07050 (112 W WILKINS ST)	4-0771	R-3	33'
	\$1,487.31		
HARMON, RAYMOND, 4033 N ROCKWELL CHICAGO, IL 60618 (114 W WILKINS ST)	4-0770	R-3	33'
	\$1,487.31		
WHEELER, DIANE W 2530 S 24TH ST WACO, TX 76706 (120 W WILKINS ST)	4-0769	R-3	57.42'
	\$2,587.91		
WORLAND, THOMAS HG & NANCY 122 W WILKINS ST JACKSON, MI 49203	4-0768	R-3	49.5'
	\$2,230.96		
BROWN, JERRY 124 W WILKINS ST, JACKSON, MI 49203	4-0765	R-3	29.4'
	\$1,325.05		
JACKSON CO LAND BANK AUTHORITY ATTN: KAREN COFFMAN, 120 W MICHIGAN JACKSON, MI 49201 (126 W WILKINS ST)	4-0766	R-3	44'
	\$0.00		

16'

86.68'	R-3	ANGELBRANDT, SCOTT & HEIDI 903 S LATSON ROAD, #139 HOWELL, MI 48843 (700 S MECHANIC ST)	4-0592	\$2,616.86
45.32'	R-3	CANNON, ROBERT 5061 PAGE AVE, JACKSON, MI 49201 (107 W WILKINS ST)	4-0593	\$2,042.57
50'	R-3	PARTNERSHIP PARK I LTD DIV HOUSING 3900 EDISON LAKES PARKWAY, #201 MISHAWAKA, IN 46545 (109 W WILKINS)	4-0757	\$2,253.50
77.75'	R-3	PARTNERSHIP PARK I LTD DIVISION HOUSING 3900 EDISON LAKES PARKWAY, #201 MISHAWAKA, IN 46545 (115 W WILKINS ST)	4-0758	\$3,504.19
50'	R-3	CRAFT, BOBBY G 117 W WILKINS ST, JACKSON, MI 49203	4-0759	\$2,253.50
60.5'	R-3	ROSE CITY INVESTMENTS INC 3900 FRANCIS ST JACKSON, MI 49203 (121 W WILKINS ST)	4-0760	\$500.00
82.3'	R-3	ROSE CITY INVESTMENTS INC 3900 FRANCIS ST JACKSON, MI 49203 (127 W WILKINS ST)	4-0763	\$2,484.63

WILLIAMS ST

H&L QUALITY CONTRACTING, INC. 88 ACKERSON LAKE JACKSON, MI 49201 (128 W WILKINS ST)	4-0779	R-3	56.42'
	\$2,542.84		
COMMUNITY ACTION AGENCY 1214 GREENWOOD AVE JACKSON, MI 49203 (132 W WILKINS ST)	4-0780	R-3	56.42'
	\$2,542.84		
HILLIKER, LEROY JAMES & TROWBRIDGE, DEBORAH L 136 W WILKINS ST JACKSON, MI 49203	4-0781	R-3	56'
	\$2,523.92		
SANDERS, JARED E 613 S JACKSON ST JACKSON, MI 49203	4-0782	R-3	115.6'
	\$3,489.96		

41'

33'	R-3	CITY OF JACKSON, COMMUNITY DEVELOPMENT 161 W MICHIGAN AVE, JACKSON, MI 49201 (129 W WILKINS ST)	4-0749.1	\$0.00
31'	R-3	EHNIS, RICHARD, 3900 CREECH ESTATE FRANCIS, JACKSON, MI 49203 (133 W WILKINS)	4-0748	\$1,397.17
33'	R-3	SHALER FAMILY REV LIVING TRUST 1528 KIBBY RD, JACKSON, MI 49203 (135 W WILKINS ST)	4-0747	\$1,487.31
33'	R-3	SHALER FAMILY REV LIVING TRUST 1528 KIBBY RD, JACKSON, MI 49203 (137 W WILKINS ST)	4-0746	\$100.00
33'	R-3	HOLEY, RICKY V SR 141 W WILKINS ST, JACKSON, MI 49203	4-0745	\$1,487.31
34'	R-3	COMMUNITY ACTION AGENCY 1214 GREENWOOD AVE, JACKSON, MI 49203 (143 W WILKINS ST)	4-0744	\$1,532.38
65'	R-3	PHILIPP, RONALD & MARY 3052 FAWN LANE JACKSON MI 49201 (147 W WILKINS ST)	4-0743	\$2,929.55

2'

S JACKSON ST

50'

PROJECT LIMITS

	SCALE: 1" = 100'	<h2>ASSESSMENT MAP FOR W WILKENS STREET FROM JACKSON TO FRANCIS</h2> <p>PAGE 1 OF 2</p>
	DATE: 03/07/2011	
	DRAWN BY: TRW	
	CITY OF JACKSON DEPARTMENT OF ENGINEERING	

S FRANCIS ST 66'

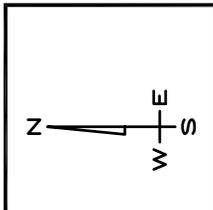
PROJECT LIMITS

OLIVER, JAMES B PO BOX 616 JACKSON, MI 49204 (616 FRANCIS ST)	5-0205 \$2,929.55	C-2 65'
OLIVER, JAMES B, PO BOX 616 JACKSON, MI 49204 (FRANCIS ST)	5-0197 \$450.70	C-2 10'
OLIVER, JAMES B PO BOX 616 JACKSON, MI 49204-0616 (118 E WILKINS ST)	5-0197.1 \$125.00	C-2 70'
BUFFALO ALLEY		
LEVY, TAMIRA K, 491 VALLEY, #6 ORANGE, NJ 07050 (114 E WILKINS ST)	5-0203 \$1,377.78	R-3 30.57'
JEC'S PROPERTIES LLC 725 PEMBERTON LN, JACKSON, MI 49203 (112 E WILKINS ST)	5-0204 \$1,664.43	R-3 36.93'
GITTENS, ANTHONY, 130 STANLEY AVE JACKSON, MI 49203 (110 E WILKINS ST)	5-0206 \$1,721.67	R-3 38.2'
ANGLEBRANDT, SCOTT & HEIDI B 903 S LATSON ROAD, #139 HOWELL, MI 48843 (106 E WILKINS ST)	5-0215 \$3,346.44	R-3 74.25'
ANGLEBRANDT, SCOTT & HEIDI B 903 S LATSON RD, #139 HOWELL, MI 48843 (102 E WILKINS ST)	5-0214 \$100.00	R-3 32'
ROBINSON, WILLIAM 613 S MECHANIC ST JACKSON, MI 49203	5-0214.1 \$2,022.73	R-3 67'

MULLINS CAB LLC PO BOX 6507 JACKSON, MI 49204 (706 FRANCIS ST)	5-0228 \$3,966.16	C-2 88'
STEPHENS, CHRIS 117 E WILKINS ST JACKSON, MI 49203	5-0227 \$2,715.46	C-2 60.25'
ALLEY		
PARTNERSHIP PARK I LTD DIV HOUSING 3900 EDISON LAKES PARKWAY, #201 MISHAWAKA, IN 46545 (113 E WILKINS ST)	5-0225 \$2,974.62	R-3 66'
MARTIN, DANITA ETAL 111 E WILKINS ST, JACKSON, MI 49203	5-0224 \$1,802.80	R-3 40'
THOMAS, WILLIAM 109 E WILKINS ST, JACKSON, MI 49203	5-0226 \$1,915.47	R-3 42.5'
GORMAN, JAMES E PO BOX 592 OKEMOS, MI 48805 (701 S MECHANIC ST)	5-0216 \$1,515.00	R-3 132'

S MECHANIC ST 66'

MATCHLINE, SEE SHEET 1 OF 2



SCALE:	1" = 100'
DATE:	03/07/2011
DRAWN BY:	TRW
CITY OF JACKSON DEPARTMENT OF ENGINEERING	

ASSESSMENT MAP FOR W WILKENS STREET
FROM JACKSON TO FRANCIS
PAGE 2 OF 2

CITY OF JACKSON



Office of Mayor
Martin J. Griffin

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

MICHIGAN CITY COUNCIL MEETING JANUARY 24, 2012

MEMO TO: City Councilmembers

FROM: Martin J. Griffin, Mayor 

DATE: January 18, 2012

SUBJECT: Ella W. Sharp Park Board of Trustees

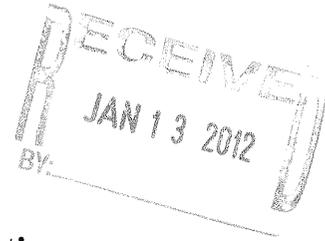
MOTION: Approval of the Mayor's recommendation to reappoint Elwyn "C" Rider to the Ella W. Sharp Park Board of Trustees for a three-year term, beginning February 1, 2012, and ending January 31, 2015.

In accordance with City Code, Chapter 19, Ordinance No. 98-7, five (5) members, one (1) of whom is a member of the City Council selected by the City Council and four (4) citizen members appointed by the Mayor and confirmed by City Council. Three-year terms, may be reappointed. Citizen members shall not serve more than three (3) consecutive three-year terms after effective date of the Ordinance without at least a one-year gap in service. Terms shall be staggered with existing board members holding office for remainder of current term and with new appointments made so no more than two members' terms expire in any year.

It is my desire, therefore, to reappoint Elwyn "C" Rider to the Ella W. Sharp Park Board of Trustees for a three-year term, beginning February 1, 2012, and ending January 31, 2015.

MJG:skh

APP-CC



City of Jackson Board/Commission Application

Name: ELWYN "C" RIDER

Address: 822 N. EAST AVE Zip: 49202

Home Phone: 517-782-3452 Other Phone: _____

e-mail address: _____ Occupation: RETIRED

Community Involvement/Activity

50 yrs PARKS REC.

Are you a registered voter? YES Ward? 3

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

- 1. ELLA SHARP PARK TRUSTEE
- 2. _____
- 3. _____

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

ON TRUSTEE BOARD NOW

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Elwyn Rider "Rabbit"
Signature of Applicant

1/11/12
Date

CITY OF JACKSON



Office of Mayor
Martin J. Griffin

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

MICHIGAN

CITY COUNCIL MEETING
JANUARY 24, 2012

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor 
DATE: January 18, 2012
SUBJECT: Local Officers Compensation Commission
MOTION: Approval of the Mayor's recommendation to reappoint Gerald Rand to the Local Officers Compensation Commission for a seven-year term, beginning February 26, 2012, and ending February 25, 2019.

In accordance with Ordinance No. 287 passed on January 2, 1973, (MCLA 117.5(c).) seven members, all registered electors of the City, are appointed to seven-year staggered terms by the Mayor with City Council approval.

It is my desire, therefore, to reappoint Gerald Rand to the Local Officers Compensation Commission for a seven-year term, beginning February 26, 2012, and ending February 25, 2019.

MJG:skh

APP-CC

G. Rand



City of Jackson Board/Commission Application

Name: Gerry Rand

Address: 1410 W Washington Zip: 49203

Home Phone: 517 740-2201 Other Phone: _____

e-mail address: _____ Occupation: retired

Community Involvement/Activity

FOP Parks and Recreation
Sharp Park

Are you a registered voter? yes Ward? 4

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

1. Local Officers Comp Comm.

3. _____

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

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Signature of Applicant

1/9/2012
Date

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

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 January 24, 2012

MEMO TO: City Councilmembers

FROM: Martin J. Griffin, Mayor *mjg*

DATE: January 18, 2012

SUBJECT: Downtown Development Authority

MOTION: Approval of the Mayor's recommendation to appoint Steven Duke to the Downtown Development Authority, filling a current vacancy, beginning immediately, and ending December 31, 2015.

In accordance with City Code Section 2-401 providing for creation of Authority pursuant to Act 197 of the Public Acts of 1975, adopted 3/22/77 and City Commission resolution adopted 11/26/91. Members are appointed by the Mayor subject to Council confirmation, for four year terms. The Mayor serves during term of office. The Board shall consist of 13 members, with at least seven having an interest in downtown district property, and at least one member a resident of the downtown district, including the Midtown Association president.

It is my desire to appoint Steven Duke to the Downtown Development Authority, filling a vacancy, beginning immediately, and ending December 31, 2015.

MJG:skh

APP-CC



RECEIVED
MAR 22 2011
BY: _____

City of Jackson Board/Commission Application

Name: STEVEN DUKE

Address: 1219 HOMENILD AVENUE Zip: 49201

Home Phone: 783-6244 Other Phone: 768-6706

Occupation: EXECUTIVE DIRECTOR, REGION 2 PLANNING COMMISSION

Community Involvement/Activity

JTBRA MEMBER SINCE DEC/2009 REPRESENT R2PC ON
A NUMBER OF CITY & COUNTY COMMITTEES

Are you a registered voter? YES Ward? _____

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

1. JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
3. DDA

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

Steven Duke
Signature of Applicant

3-22-11
Date

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



Department of Community Development

Building a Stronger Community

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

CITY COUNCIL MEETING JANUARY 24, 2012

MEMO TO: Honorable Mayor and City Councilmembers

FROM: City of Jackson Planning Commission
Patrick Burtch, Deputy City Manager *PBB*
Barry Hicks, Planning Director *BH*

DATE: January 17, 2012

SUBJECT: Consideration of a Request to Rezone Property Located at 2005 First Street (Parcel ID# 3-320800000) from R-1 (one- family residential) to I-1 (Light Industrial). (*City Planning Commission recommends denying the request.*)

MOTION: **DENY** the applicants request to amend Chapter 28, Section 28-32, of the City of Jackson Code of Ordinances, to rezone property located at 2005 First Street (Parcel ID# 3-320800000), from R-1 to I-1.

The City Planning Commission recently considered a request to rezone property located at 2005 First Street (Parcel ID# 3-320800000) from R-1 (one- family residential) to I-1 (Light Industrial). A Public Hearing was held during the Wednesday, January 4, 2012 Planning Commission meeting. The Commission recommends **DENYING** the applicant's request to rezone the property as follows:

*Commissioner Mauldin moved, and Commissioner Troxel seconded, a motion to recommend that City Council **DENY** the applicants request to rezone property located at 2005 First Street (Parcel ID# 3-320800000) for the following reasons:*

- 1. The property is located in a neighborhood with predominately single-family homes and rezoning the property to I-1 may have an adverse affect on the neighborhood.*
- 2. The Future Land Use map in the City's Master Plan shows the property as remaining low-density residential.*

Yeas- 6 (Stark, Shaffer, Troxel, Polaczyk, Mauldin, and Griffin); Nays- 0; Abstain- 0; Absent- 1 (Kubish)

The request to rezone the property now comes to City Council for consideration. The Ordinance rezoning the property is attached for your consideration along with the notice of public hearings and the staff report.

Att': Ordinance
Staff Report
Public Notice

ORDINANCE NO. 2012-____

An Ordinance to amend Section 28.32, of Chapter 28, of the Code of Ordinances of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Sections 28-32 of Chapter 28, of the Code of Ordinances, City of Jackson, Michigan, be, and the same hereby is, amended by changing the map of the use districts required by said Section and said Chapter, and incorporated therein by reference as follows:

Change one (1) properties known legally as the following from R-1 (one-family residential) to I-1 (light industrial):

S 66 FT OF LOT 1 & ALL OF LOTS 2, 3, & 4 BLK 7 COLFAX ADD

- Legal description for Parcel 3-320800000 (2005 First Street)

Section 2. This ordinance shall take effect thirty (30) days from date of adoption.

* * * * *

Adopted:



Department of Community Development

Building a Stronger Community

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

November 30, 2011

TO: City of Jackson Planning Commission
FROM: Barry Hicks, Planning Director
RE: **Staff Report for 2005 First Street, Jackson, MI 49203; District Change (Rezoning)**

Applicant: John Balfe
Location: 2005 First Street; Parcel ID# 3-320800000
Received Date: November 16, 2011
Latest Revisions: N/A
Zoning: R-1, one-family residential district
Applicant Requested: District Change from R-1 to I-1
Staff Recommendation: Approve request

Overview and Applicable Zoning Criteria

Property Location

There is one property included in this request which is located at 2005 First Street near the intersection of First Street and W. South Street.

Request Description

The applicant/owner is requesting that the property located at 2005 First Street (Parcel ID# 3-320800000) be rezoned from R-1 (one-family residential district) to I-1 (light industrial district). The owner intends to operate a heating and cooling business with light metal fabrication for duct work at this location.

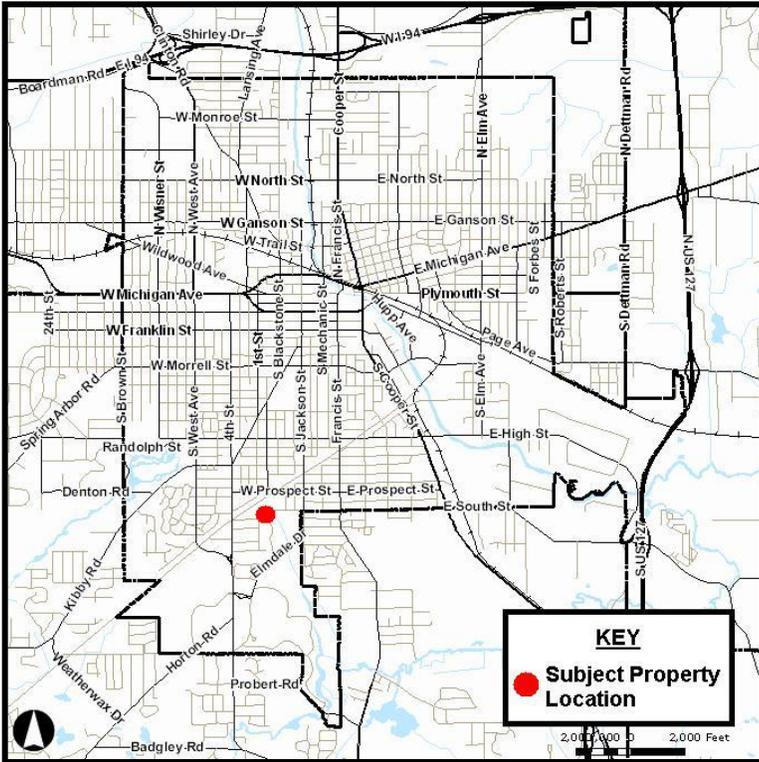
District Changes

Sec. 28-183.1. Procedure for change

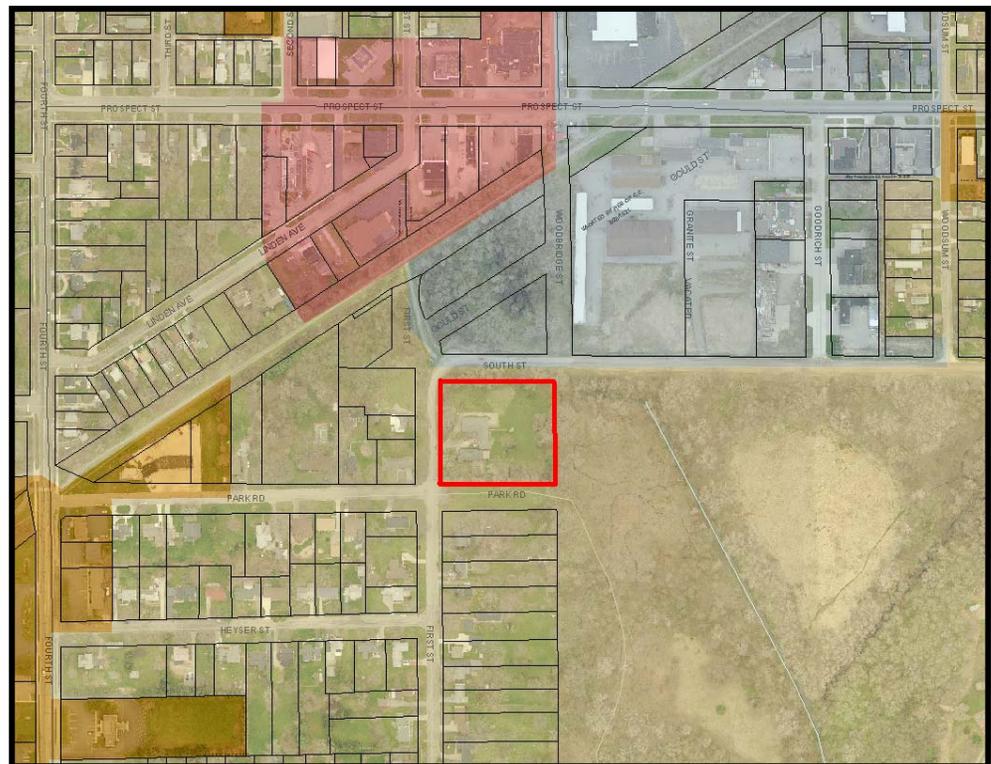
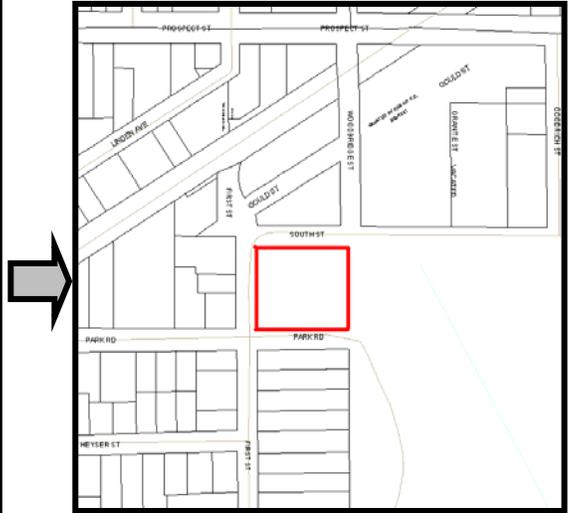
By application. Any person, firm or corporation desiring a change in the zoning classification of property shall file with the city clerk an application for zoning change. When the application for zoning change appears to be in accordance with public necessity, convenience, safety and the general welfare of the city, the city council shall refer such application to the city planning commission.



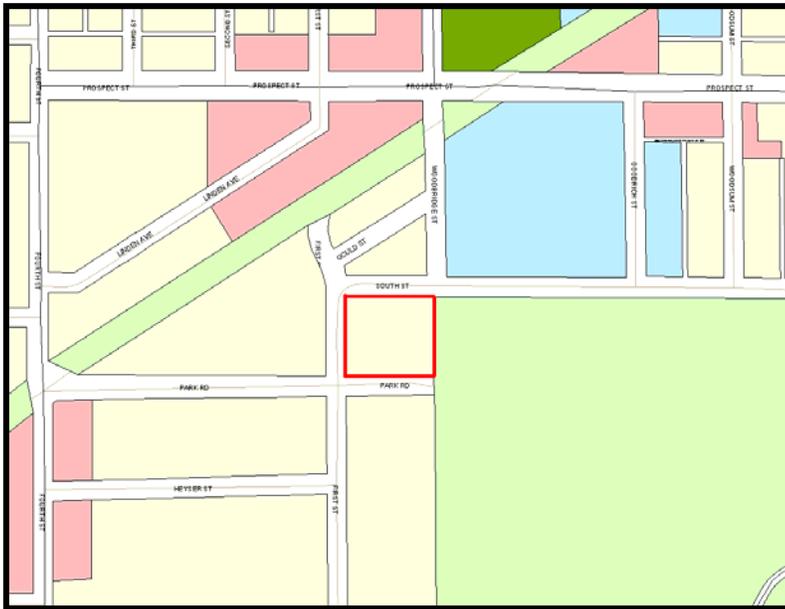
Maps



Subject Location Map



Subject Area Zoning Map



Future Land Use Plan

- Single-Family Neighborhoods
- One- and Two-Family Neighborhoods
- Medium-Density Neighborhoods
- High-Density Residential Complexes
- Office Transition Areas
- Local Commercial Areas
- General Commercial Area
- Downtown Commercial Area
- Arts Colony Area
- Healthcare Area
- Historic Office Area
- Industrial Commercial Areas
- General Industrial Areas
- Parks
- Institutions

Subject Area Future Land Use Map



Subject Area Aerial Photo



Site Description

The subject property currently is a single family home on a 1.8 acre site. The property is surrounded mostly by woods and vegetation with the exception of two (2) houses across First Street to the west being the nearest residential properties. The property is heavily wooded and is surrounded by forest.

Conclusion: The property is somewhat isolated and surrounded by woods with the exception of two (2) houses to the west. Most City residential properties are a quarter of the size of this residential property and in far more densely populated areas. Due to the size and location of the property, there is room to accommodate an industrial use on the property and be able to meet setback requirements to assure compliance with the Zoning Ordinance. Its proximity to other industrially zoned land also makes a rezoning justifiable as it will not cause a "spot zoning" issue.

Master Plan & Future Land Use

I-1 light industrial districts are designed to provide suitable space for industrial uses that operate in a safe, non-objectionable and efficient manner, and so require a minimum of buffering measures from adjoining nonindustrial zoning districts. These uses generate a minimum of noise, glare, odor, dust, vibration, air pollutants, water pollutants, fire, explosive or radioactive hazards, or other harmful or obnoxious matter. Any use allowed as a permitted or conditional use in the C-4 district, except the planned building group shopping center and the work release (halfway) house, shall be considered a valid permitted or conditional use in this district.

The future land use plan shows the property as remaining residential in nature; however, the land to the northwest will remain industrial. When reconsidering the Master Plan and future land uses, it would be prudent to consider showing this area as remaining industrial as it provides a good location for this type of use due to the large lot sizes that accommodate required industrial setbacks and existing nearby industrial land uses that already exist.

Conclusion: The property is located in a transitional area between industrial and residential land uses. The lot size is large enough to accommodate an industrial use and meet current zoning standards without the need for a variance. I-1 light industrial districts allow for non-objectionable industrial uses that operate efficiently and that minimize the external effects of perceived noxious uses associated with industrial districts. I-1 districts are designed to act as low-impact or transitional industrial areas between other uses. There are several areas of the City where I-1 districts operate harmoniously adjacent to residential districts.

Neighboring Zoning and Land Use

The subject parcels are zoned R-1, one-family residential district while the surrounding parcels are zoned as follows:

- North: I-1, light industrial district
- South: R-1, one-family residential district
- East: R-1, one-family residential district
- West: R-1, one-family residential district



The existing land uses within the area consist of some single-family residential properties to the west, a public right-of way for a street that was never constructed to the south with some woodland and a single family home across the public right-of-way, a mixed woods and wetland area of Ella Sharp Park to the east and a mix of industrial uses and woods to the north. The subject parcels contain a commercial building and parking lot:

North: Forest
South: City Street that was never constructed; thick vegetation
East: Forest
West: single-family residential

The predominant land uses around the subject property is forest and a public park with some single family residences. The subject property is zoned R-1 one-family residential and the structures and parking lot on the properties are residential in nature.

Conclusion: Rezoning the property to I-1 light industrial would be harmonious with the adjacent land uses and would be an expansion of the existing I-1 zoning district to the north.

Development Potential

Under the existing zoning, R-1, the site could be utilized as a one- family residential use. If rezoned to I-1, the site could be utilized for light industrial types of businesses, such as light manufacturing and fabrication. Uses permitted in C-4 districts are also permitted in I-1 districts which could include uses that provide all types of retail goods and services for the residents of the city and surrounding communities. The regulations in a C-4 district are intended to encourage development of the district in a manner compatible with its best uses and to protect any abutting residential districts.

Conclusion: This is a part of the City where it makes sense to rezone this property due to the proximity to an adjacent I-1 district. Additionally, the Planning Commission may want to consider identifying the area as light industrial the next time the Master Plan is revisited as staff finds that this area is conducive to this type of development.

Recommendations

The requested zoning is consistent with nearby adjacent land uses and zoning but not specifically called for on the future land use map. Primarily due to the size of the parcel and proximity to other industrially zoned land, staff finds that the rezoning request is not unreasonable and could be made to be consistent with the future land use map. The proposed use is to use the property as a light sheet metal fabricator associated with a heating and cooling contracting business. This type of business is permitted in an I-1 zoning district and is not an industrial use that is generally considered objectionable or noxious to other types of nearby zoning districts.

If rezoned, it should be noted that a single-family residence could be considered a non-conforming use on the property. Using the house on the property would be permitted to continue as a residence unless the house is abandoned for 18 months, at which point, it would not be a permitted use (Sec. 28-121). It



Planning Commission Staff Report

should be noted, that permitting a single family residence in most districts should be considered during future revisions to the Master Plan as they are generally the most non-invasive or obtrusive land uses due to their low-intensity nature.

A handwritten signature in black ink, appearing to read "Barry Hicks".

Barry Hicks, Planning Director

Att': Proposed Ordinance

Cc: Applicant



Department of Community Development Building a Stronger Community

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

PDC110001 Notice of Public Hearing

Jackson's City Council will hold a public hearing on a District Change (Rezoning) as provided for in Sec. 28-183 of the City's Zoning Ordinance.

The request was made by:

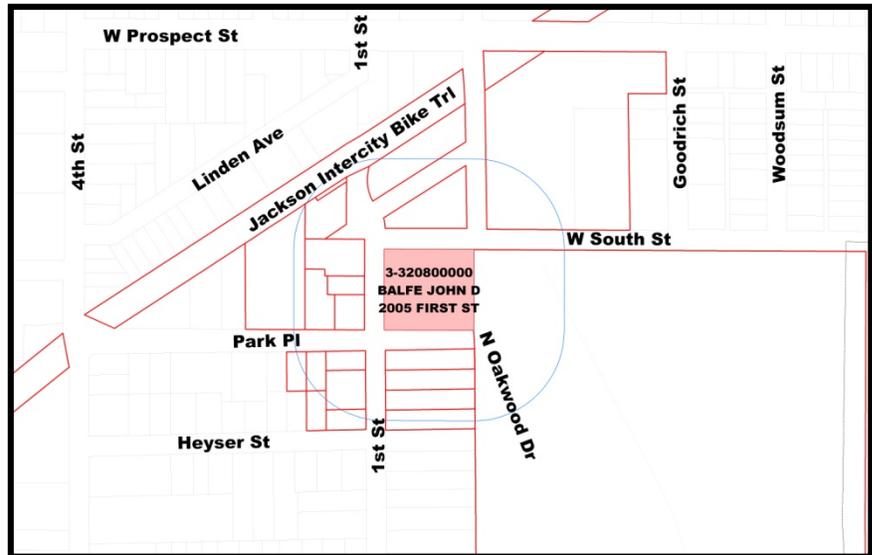
John Balfe
2005 First Street
Jackson, MI 49203

The location of the property is:

2005 First Street
Jackson, MI 49203
(Parcel ID# 3-320800000)

The Request:

To rezone property from an R-1 one-family residential district to I-1 light industrial district.



The Effect of the Request:

The R-1 zoning designation allows for one-family housing. Rezoning the property to I-2 light industrial will permit all uses allowed in a light industrial district which are designed to provide suitable space for industrial uses that operate in a safe, nonobjectionable and efficient manner, and that require a minimum of buffering measures from adjoining nonindustrial zoning districts. The applicant intends to operate a small metal working operation to fabricate duct work subsequent to a heating and cooling contractor business.

You are invited to attend the public hearings before the
City Planning Commission and City Council to be held on:

Planning Commission – Wednesday, January 4, 2012 at 7:00 pm
City Council – Tuesday, January 24, 2012 at 7:00 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
Planning Director



Department of Community Development Building a Stronger Community

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

CITY COUNCIL MEETING January 24, 2012 Public Hearings

TO: Honorable Mayor and City Councilmembers
FROM: Patrick H. Burtch, Deputy City Manager/Community Development Director
SUBJECT: Public Hearing to Receive Citizen Comments for 2012-2013 Annual Action Plan

MOTION

Hold a Public Hearing to receive citizen comments on housing and community development needs in the City.

On November 29, 2011, City Council adopted a Timetable for the 2012-2013 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The Timetable included establishment of a Public Hearing on January 24, 2012 to receive public comments regarding housing and community development needs, as required by 24 CFR 91.105(e)(1). Historically, agencies requesting funding also make oral presentations to City Council regarding their applications, although it is not a HUD requirement they do so.

Attached is a matrix of the eligible applications received and the amount each agency is requesting for your reference. The amount of estimated funding the City will have available to allocate toward projects is based on information received from HUD in mid-December 2011.

2012-2013 Community Development Block Grant

Funding Proposal Recommendations

Applicants	Funding Request
Public Services	
1 AWARE, Inc.	\$29,554
2 Center for Family Health - Emergency Adult Dental Care	50,000
3 Do'Chas II	6,440
4 Jackson Affordable Housing Corp - Homeownership Program	8,000
5 Jackson School of the Arts	10,894
6 King Center Summer Youth Program	45,500
7 Partnership Park Downtown Neighborhood Assoc.	10,000
8 The Salvation Army - Utility Shutoff Prevention	65,000
9 Training & Treatment Innovations	8,525
10 United Way - Central Michigan 2-1-1	16,002
Public Services Subtotal	\$249,915
Public Services canNOT exceed \$183,899	
Administration and Planning	
11 Community Development	\$205,900
Administration and Planning Subtotal	\$205,900
Other Projects	
12 Community Development - Code Enforcement	\$537,000
13 Community Development - NES Demolition	313,000
14 Community Development - Residential Rehab	166,000
15 City Attorney's Office - Code Enforcement	53,000
16 Engineering - Street Paving/Reconstruction	552,000
17 DPW - Ash Tree Removal/Replacement	20,000
18 DPW - Curb Ramps	100,000
19 Home of New Vision - Exterior Painting	15,700
20 John George Home - Dining Room Expansion	20,000
21 Michigan Theatre - Restoration and Energy Efficiency	30,000
Other Projects Subtotal	\$1,806,700
Total Requested/Recommended	\$2,262,515
Total Funding Available	\$1,225,997
	(estimate)

Estimated funding available \$1,225,997
\$1,150,997 + \$75,000 program Income

2012-2013 HOME Allocation Table

Applicants	Funding Request
General Projects	
1 Community Development - Rehabilitation	\$115,000
2 CAA - Jackson Collaborative Neighborhood Housing	\$250,000
3 Jackson Affordable Housing Corp - Downpayment/ Closing Cost Assistance	35,000
General Projects Subtotal:	\$400,000
Administration¹	
4 Community Development - Administration	\$32,000
5 Jackson Affordable Housing Corp - Administration	6,000
Administration Subtotal:	\$38,000
CHDO Reserve²	
6 CAA - Acquisition/Rehab/Resale	\$84,500
7 Jackson Affordable Housing Corp. - Acquisition/Rehab/Resale ²	70,000
CHDO Reserve Subtotal:	\$154,500
CHDO Operating Expenses³	
8 CAA - CHDO Operating	\$15,500
9 Jackson Affordable Housing Corp. -CHDO Operating	15,000
CHDO Operating Expenses Subtotal:	\$30,500
Total Requested/Recommended: \$623,000	
Total Budget: \$259,988	
(estimate)	

Restrictions
¹ Admin - no more than 10% (\$25,998)
² CHDO Reserve (mandatory) at least 15% (\$38,999)
³ CHDO Operating Expenses (optional) - no more than



Department of Public Works - Engineering

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

CITY COUNCIL MEETING JANUARY 24, 2012

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Jon H. Dowling, P.E., City Engineer/Director of Public Works
SUBJECT: Resolution for Approval of Contract with MDOT for Ganson Street

MOTION: Approval of a contract with Michigan Department of Transportation (MDOT) for Ganson Street pavement improvements from Wisner Street to Jackson Street, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.

At their November 29, 2011 meeting, the City Council held public hearings of necessity and approved the resolutions ordering construction for pavement improvements on Ganson Street from Wisner Street to Jackson Street.

Attached is a resolution to enter into a contract with the Michigan Department of Transportation for pavement improvements on Ganson Street from Wisner Street to Jackson Street. This project includes curb and gutter and full depth pavement replacement and water main and sanitary sewer upgrades between Center Street and Steward Avenue. This project also includes the milling and resurfacing of Ganson Street between Wisner Street and Center Street and between Steward Avenue and Jackson Street. Sidewalk ramps will be upgraded as well over the entire length of the project from Wisner Street to Jackson Street.

The total construction cost of this project is estimated at \$1,554,000.00. 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 Water Funds, Sanitary Sewer Funds and Special Assessments. The breakdown is as follows:

Street Construction Federal Funding:	\$ 944,100.00
Water Funds:	\$ 289,000.00
Sanitary Sewer Funds:	\$ 111,600.00
Assessments:	<u>\$ 209,300.00</u>
Total:	\$1,554,000.00

I am 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 me if you should have any questions.

JD:sms

c Laurence R. Shaffer, City Manager
Lynn Fessel, City Clerk
Randall T. McMunn, P.E. Assistant City Engineer
Troy R. White, P.E., Civil Engineer II
Lucinda Schultz, Accounting Manager

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Ganson Street between Wisner Street and Jackson Street is in need of pavement improvements and partial curb and gutter replacement and water main and sanitary sewer upgrades at various locations; 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 \$1,554,000.00 with the State share being \$944,100.00 and the City share being \$609,900.00

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction on Ganson Street between Wisner Street and Jackson Street; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract with the Michigan Department of Transportation for the pavement improvements and partial curb and gutter replacement and water main and sanitary sewer upgrades at various locations; 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 24th day of January, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 25th day of January, 2012.

Lynn Fessel, City Clerk

STP

DAB

Control Section	STUL 38409
Job Number	89681
Project	STP 1138(020)
Federal Item No.	HH 7324
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	11-5461

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 August 22, 2011, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt paving work along West Ganson Street from Wisner Street to Jackson Street; including cold milling, concrete curb and gutter, and pavement removal work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain and sanitary sewer work along West Ganson Street from Wisner Street to Jackson Street; 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.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.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, MSA 3.996(102).

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; MSA 3.996(101), 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; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) 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:

RM APPROVED
1-4-12
RCF
ASSISTANT
ATTORNEY



August 22, 2011

EXHIBIT I

CONTROL SECTION STUL 38409
JOB NUMBER 89681
PROJECT STP 1138(020)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,153,400	\$400,600	\$1,554,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,153,400	\$400,600	\$1,554,000
Less Federal Funds	<u>\$ 944,100</u>	<u>\$ 0</u>	<u>\$ 944,100</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 209,300	\$400,600	\$ 609,900

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 twenty percent (20%) 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, P.L. 98-502.

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 Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
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.



CITY COUNCIL MEETING
JANUARY 24, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Philip Hones, Finance Director

DATE: January 18, 2012

RE: REQUEST TO ADOPT PROPOSED BROWNFIELD REDEVELOPMENT
AUTHORITY TIF BOND RESOLUTION

MOTION Adoption of “Resolution Pledging Limited Tax Full Faith and Credit in Support of
City of Jackson Brownfield Redevelopment Authority Tax Increment Refunding
Bonds, Series 2012 (Limited Tax General Obligation)”

As most of you are aware, interest rates are currently at historically low levels. The City’s Bond Financial Advisor, Mike Gormely, of HSE & Co., routinely monitors the City’s outstanding bonded debt for opportunities to save the City money by refinancing debt that has been issued at higher rates.

In 2007 the City issued \$ 9.9 million in bonds that partially refinanced the original 2002 BRA TIF Bonds which were issued in the amount of \$ 18.5 million. That transaction saved the City, on a present value basis, an estimated \$ 566,000 over the life of that bond issue.

There currently exists a similar opportunity for the City to refinance the remaining 2002 BRA TIF Bonds that are still outstanding by refinancing those bonds at current market rates. The estimated present value savings for this proposed refinancing is approximately \$ 442,000.

Attached is a proposed “**Resolution Pledging Limited Tax Full Faith and Credit in Support of City of Jackson Brownfield Redevelopment Authority Tax Increment Refunding Bonds, Series 2012 (Limited Tax General Obligation)**” that has been prepared by Patrick McGow of Miller Canfield Paddock & Stone, the City’s Bond Counsel. His cover letter is also attached. The City’s BRA recently unanimously adopted a resolution on January 11th that authorized the issuance of these proposed bonds. It is anticipated that the City will ultimately sell the bonds in late March.

Also attached is a report compiled by Mike Gormely containing various bond refinancing statistics and tables that were utilized in performing this analysis. The report is based on the scenario that appears to produce the best results and would utilize half of the existing Consumers Energy tax increments on hand, or about \$ 1.35 million, to reduce the amount of bonds and related interest costs on the refunding issue. This would still leave about \$ 1.35 million on hand to cover any shortages between the tax increments collected and the debt service cost in future years. A debt service coverage table based on projected tax increments and debt service is also attached.

I will hopefully be able to answer any questions the City Council might have at the meeting next Tuesday. If you have any questions prior to that please feel free to contact me at 768-6384.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
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CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wroclaw

January 17, 2012

Mr. Philip J. Hones, CPA
Director of Finance
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201-1303

Re: City of Jackson Brownfield Redevelopment Authority
Tax Increment Revenue Refunding Bonds, Series 2012 (Limited Tax General
Obligation)

Dear Phil:

I have enclosed a Resolution Pledging Limited Tax Full Faith in support of City of Jackson Brownfield Redevelopment Authority Tax Increment Revenue Refunding Bonds, Series 2012 (Limited Tax General Obligation) to be considered for approval by the City Council at its meeting on January 24th.

The Authority approved a Resolution at its January 11, 2012 meeting authorizing the issuance of Bonds in an amount not to exceed \$9,300,000 (the "Refunding Bonds") to refund the portion of the Authority's outstanding Tax Increment Refunding Bonds, Series 2002 (Limited Tax General Obligation) which were not refinanced back in 2007. The refunding is being done to achieve debt service savings and also defer principal payments on the existing Bonds by extending the maturity of the debt.

The enclosed Resolution pledges the City's limited tax full faith and credit support for the Authority's Bonds to be issued in anticipation of the receipt of tax increment revenues by the Authority. The Bonds are payable primarily from tax increment revenues of the BRA and secondarily as a limited tax obligation of the City. Once the bonds are issued, if there are not sufficient tax increment revenues to pay the debt service for any reason, the City would need to provide the funds from its General Fund or other available funds. The limited tax pledge of the City obligates the City to levy taxes up to its charter tax rate limitations to pay the debt service on the bonds.

After adoption of the enclosed Resolution, I would appreciate it if you could send me four certified copies of the Resolution.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Philip J. Hones, CPA

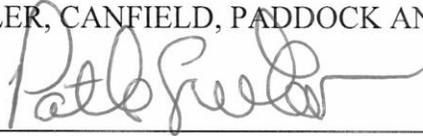
-2-

January 17, 2012

If you have further questions, please feel free to give me a call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Patrick F. McGow

Enclosures

Cc: (w/ encl.)
Michael Gormely
Mark Ridgely
Steven Mann, Esq.

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

19,762,365.1\043520-00047

**Resolution Pledging Limited Tax Full Faith and Credit in Support of
City of Jackson Brownfield Redevelopment Authority
Tax Increment Refunding Bonds, Series 2012
(Limited Tax General Obligation)**

City of Jackson
County of Jackson, State of Michigan

Minutes of a regular meeting of the City Council the City of Jackson, County of Jackson, State of Michigan, held on the 24th day of January, 2012, Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Jackson Brownfield Redevelopment Authority (the "Authority") proposes to issue its Tax Increment Refunding Bonds, Series 2012 (Limited Tax General Obligation) in the original principal amount of not to exceed Nine Million Three Hundred Thousand Dollars (\$9,300,000) (the "Bonds") to pay the costs of refunding the Authority's Tax Increment Bonds, Series 2002 (Limited Tax General Obligation), dated April 11, 2002; and

WHEREAS, the Authority has adopted a resolution authorizing the issuance of the Bonds in accordance with the provisions of Act 381 of the Public Acts of 1996, as amended ("Act 381"), and Act 34 of the Public Acts of 2001, as amended ("Act 34"); and

WHEREAS, Section 12(4) of Act 381 provides that the City may pledge its full faith and credit as additional security for the payment of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Limited Tax Pledge. The City hereby irrevocably pledges its limited tax full faith and credit and resources to the payment of the Bonds. If at any time the Debt Retirement Fund (as that Fund is established by the Authority) is insufficient to pay the principal of and interest on the Bonds as the same become due, the City upon notification by the Authority's Treasurer, shall as a first budget obligation advance from its available funds a sufficient amount to pay said principal and interest, or in the event of insufficiency of the City's general funds, levy ad valorem taxes on all taxable property within the boundaries of the City in an amount sufficient to pay said principal and interest, providing such tax levy shall be within applicable constitutional, statutory and charter tax rate limitations.

2. Tax Covenant. The City hereby covenants to take all action within its control to the extent permitted by law necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the

“Code”), including but not limited to, actions relating to the rebate of arbitrage earnings and the expenditure and investment of proceeds of the Bonds and moneys deemed to be proceeds of the Bonds.

3. Authorization for Further Actions. The Mayor, City Clerk, City Manager and Finance Director and other officers, agents and employees of the City are each authorized and directed to take all other actions necessary or advisable, and to make such other filings, applications or request for waivers with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Bonds.

4. Conflict; Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

RESOLUTION DECLARED ADOPTED.

AYES: _____

NAYS: _____

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Jackson, County of Jackson, State of Michigan, at a regular meeting held on January 24, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

19,704,365.1\043520-00047

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CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
COUNTY OF JACKSON, STATE OF MICHIGAN
TAX INCREMENT REFUNDING BONDS, SERIES 2012
(LIMITED TAX GENERAL OBLIGATION)
[SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

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SOURCES AND USES OF FUNDS

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
COUNTY OF JACKSON, STATE OF MICHIGAN
TAX INCREMENT REFUNDING BONDS, SERIES 2012
(LIMITED TAX GENERAL OBLIGATION)
[SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Dated Date 03/02/2012
Delivery Date 03/02/2012

Sources:

Bond Proceeds:	
Par Amount	7,670,000.00
Net Premium	117,663.40
	<u>7,787,663.40</u>
Other Sources of Funds:	
Issuer Contribution	1,350,000.00
	<u>9,137,663.40</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.25
SLGS Purchases	8,864,356.00
	<u>8,864,356.25</u>
Cost of Issuance:	
Cost of Issuance (estimated)	75,000.00
Underwriter's Discount:	
U/W Discount (1%)	76,700.00
Other Delivery Date Expenses:	
Bond Insurance (105 bps)	117,066.35
Other Uses of Funds:	
Additional Proceeds	4,540.80
	<u>9,137,663.40</u>

Notes:

All Costs of Issuance & Underwriter's Discount are estimated and subject to change
Prior Bonds are callable on: 06/01/2012 @ 100 (Any Date thereafter)
Base CUSIP of Issuer : 466552
Bond Insurance Premium is estimated at 105 bps of Total Debt Service

BOND PRICING

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bonds:									
	06/01/2013	90,000	2.000%	1.600%	100.491				441.90
	06/01/2014	85,000	2.000%	1.850%	100.327				277.95
	06/01/2015	340,000	2.500%	2.150%	101.090				3,706.00
	06/01/2016	345,000	2.500%	2.150%	101.411				4,867.95
	06/01/2017	380,000	2.750%	2.300%	102.210				8,398.00
	06/01/2018	485,000	3.000%	2.550%	102.581				12,517.85
	06/01/2019	520,000	3.000%	2.800%	101.301				6,765.20
	06/01/2020	550,000	3.500%	3.000%	103.625				19,937.50
	06/01/2021	605,000	3.500%	3.250%	101.979				11,972.95
	06/01/2022	645,000	3.750%	3.400%	103.003				19,369.35
	06/01/2023	680,000	4.000%	3.600%	103.398 C	3.629%	06/01/2022	100.000	23,106.40
	06/01/2024	725,000	4.000%	3.800%	101.679 C	3.827%	06/01/2022	100.000	12,172.75
	06/01/2030	805,000	4.500%	4.450%	100.401 C	4.467%	06/01/2022	100.000	3,228.05
	06/01/2031	1,415,000	4.500%	4.550%	99.357				(9,098.45)
		7,670,000							117,663.40

Dated Date	03/02/2012	
Delivery Date	03/02/2012	
First Coupon	12/01/2012	
Par Amount	7,670,000.00	
Premium	117,663.40	
Production	7,787,663.40	101.534073%
Underwriter's Discount	(76,700.00)	(1.000000%)
Purchase Price	7,710,963.40	100.534073%
Accrued Interest		
Net Proceeds	7,710,963.40	

BOND PRICING

**CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
COUNTY OF JACKSON, STATE OF MICHIGAN
TAX INCREMENT REFUNDING BONDS, SERIES 2012
(LIMITED TAX GENERAL OBLIGATION)
[SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]**

Notes:

Market Rate Assumptions: (As of Dec-27-2011)
Bank Qualified - Limited Tax General Obligation
Insured Rating via Assured Gty. Corp. : Aa3/AA-
Underlying Rating of the City : A- (S&P)
Interest Rates are preliminary and subject to change
Optional Redemption Feature : 10 year call at Par

BOND SUMMARY STATISTICS

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Dated Date	03/02/2012
Delivery Date	03/02/2012
First Coupon	12/01/2012
Last Maturity	06/01/2031
Arbitrage Yield	3.949513%
True Interest Cost (TIC)	3.890315%
Net Interest Cost (NIC)	3.958512%
All-In TIC	4.177574%
Average Coupon	4.005674%
Average Life (years)	11.324
Duration of Issue (years)	8.998
Par Amount	7,670,000.00
Bond Proceeds	7,787,663.40
Total Interest	3,479,176.22
Net Interest	3,438,212.82
Bond Years from Dated Date	86,856,194.44
Bond Years from Delivery Date	86,856,194.44
Total Debt Service	11,149,176.22
Maximum Annual Debt Service	1,478,675.00
Average Annual Debt Service	579,261.57
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	100.534073

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Serial Bonds	7,670,000.00	101.534	4.006%	11.324	9.030	6,216.75
	7,670,000.00			11.324		6,216.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,670,000.00	7,670,000.00	7,670,000.00
+ Accrued Interest			
+ Premium (Discount)	117,663.40	117,663.40	117,663.40
- Underwriter's Discount	(76,700.00)	(76,700.00)	
- Cost of Issuance Expense		(75,000.00)	
- Other Amounts		(117,066.35)	(117,066.35)
Target Value	7,710,963.40	7,518,897.05	7,670,597.05
Target Date	03/02/2012	03/02/2012	03/02/2012
Yield	3.890315%	4.177574%	3.949513%

SUMMARY OF REFUNDING RESULTS

**CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
COUNTY OF JACKSON, STATE OF MICHIGAN
TAX INCREMENT REFUNDING BONDS, SERIES 2012
(LIMITED TAX GENERAL OBLIGATION)
[SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]**

Dated Date	03/02/2012
Delivery Date	03/02/2012
Arbitrage yield	3.949513%
Escrow yield	
Bond Par Amount	7,670,000.00
True Interest Cost	3.890315%
Effective Interest Cost	3.778404%
Net Interest Cost	3.958512%
All-In TIC	4.177574%
Average Coupon	4.005674%
Average Life	11.324
Duration	8.998
Par amount of refunded bonds	8,645,000.00
Average coupon of refunded bonds	5.093180%
Average life of refunded bonds	8.586
PV of prior debt to 03/02/2012 @ 3.949513%	9,458,337.25
Net PV Savings	442,057.69
Percentage savings of refunded bonds	5.113449%
Percentage savings of refunding bonds	5.763464%
Percentage savings of refunding proceeds	5.676384%

SAVINGS

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 03/02/2012 @ 3.9495132%
06/30/2012	219,356.25		219,356.25	217,245.53
06/30/2013	438,712.50	441,638.72	(2,926.22)	(2,623.54)
06/30/2014	438,712.50	365,137.50	73,575.00	68,818.56
06/30/2015	788,712.50	618,437.50	170,275.00	151,360.77
06/30/2016	966,562.50	614,937.50	351,625.00	299,077.91
06/30/2017	1,079,312.50	641,312.50	438,000.00	357,806.59
06/30/2018	1,125,062.50	735,862.50	389,200.00	305,677.19
06/30/2019	1,171,812.50	756,312.50	415,500.00	313,585.44
06/30/2020	1,224,312.50	770,712.50	453,600.00	328,961.20
06/30/2021	1,325,881.26	806,462.50	519,418.76	361,987.09
06/30/2022	1,369,762.50	825,287.50	544,475.00	364,654.62
06/30/2023	1,168,518.76	836,100.00	332,418.76	213,844.37
06/30/2024	1,219,450.00	853,900.00	365,550.00	225,999.73
06/30/2025		99,900.00	(99,900.00)	(60,092.99)
06/30/2026		99,900.00	(99,900.00)	(57,788.11)
06/30/2027		99,900.00	(99,900.00)	(55,571.63)
06/30/2028		99,900.00	(99,900.00)	(53,440.16)
06/30/2029		99,900.00	(99,900.00)	(51,390.45)
06/30/2030		904,900.00	(904,900.00)	(443,749.82)
06/30/2031		1,478,675.00	(1,478,675.00)	(696,845.41)
	12,536,168.77	11,149,176.22	1,386,992.55	1,787,516.89

Savings Summary

Dated Date	03/02/2012
Delivery Date	03/02/2012
PV of savings from cash flow	1,787,516.89
Less: Prior funds on hand	(1,350,000.00)
Plus: Refunding funds on hand	4,540.80
Net PV Savings	442,057.69

Note: Prior Bonds are callable on: 06/01/2012 @ 100 (Any Date thereafter)

BOND DEBT SERVICE

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Dated Date 03/02/2012
 Delivery Date 03/02/2012

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2012			210,669.97	210,669.97	
06/01/2013	90,000	2.000%	140,968.75	230,968.75	441,638.72
12/01/2013			140,068.75	140,068.75	
06/01/2014	85,000	2.000%	140,068.75	225,068.75	365,137.50
12/01/2014			139,218.75	139,218.75	
06/01/2015	340,000	2.500%	139,218.75	479,218.75	618,437.50
12/01/2015			134,968.75	134,968.75	
06/01/2016	345,000	2.500%	134,968.75	479,968.75	614,937.50
12/01/2016			130,656.25	130,656.25	
06/01/2017	380,000	2.750%	130,656.25	510,656.25	641,312.50
12/01/2017			125,431.25	125,431.25	
06/01/2018	485,000	3.000%	125,431.25	610,431.25	735,862.50
12/01/2018			118,156.25	118,156.25	
06/01/2019	520,000	3.000%	118,156.25	638,156.25	756,312.50
12/01/2019			110,356.25	110,356.25	
06/01/2020	550,000	3.500%	110,356.25	660,356.25	770,712.50
12/01/2020			100,731.25	100,731.25	
06/01/2021	605,000	3.500%	100,731.25	705,731.25	806,462.50
12/01/2021			90,143.75	90,143.75	
06/01/2022	645,000	3.750%	90,143.75	735,143.75	825,287.50
12/01/2022			78,050.00	78,050.00	
06/01/2023	680,000	4.000%	78,050.00	758,050.00	836,100.00
12/01/2023			64,450.00	64,450.00	
06/01/2024	725,000	4.000%	64,450.00	789,450.00	853,900.00
12/01/2024			49,950.00	49,950.00	
06/01/2025			49,950.00	49,950.00	99,900.00
12/01/2025			49,950.00	49,950.00	
06/01/2026			49,950.00	49,950.00	99,900.00
12/01/2026			49,950.00	49,950.00	
06/01/2027			49,950.00	49,950.00	99,900.00
12/01/2027			49,950.00	49,950.00	
06/01/2028			49,950.00	49,950.00	99,900.00
12/01/2028			49,950.00	49,950.00	
06/01/2029			49,950.00	49,950.00	99,900.00
12/01/2029			49,950.00	49,950.00	
06/01/2030	805,000	4.500%	49,950.00	854,950.00	904,900.00
12/01/2030			31,837.50	31,837.50	
06/01/2031	1,415,000	4.500%	31,837.50	1,446,837.50	1,478,675.00
	7,670,000		3,479,176.22	11,149,176.22	11,149,176.22

PRIOR DEBT SERVICE PAYMENT SCHEDULE

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Prior Debt Service (Paid by the Escrow Account or Called)

Date	Prior Principal	Prior Coupon	Prior Interest	Total Prior Debt Service	Prior Principal Paid by Escrow	Prior Interest Paid by Escrow	Total Debt Paid by the Escrow
06/01/2012			219,356.25	219,356.25	8,645,000.00	219,356.25	8,864,356.25
12/01/2012			219,356.25	219,356.25			
06/01/2013			219,356.25	219,356.25			
12/01/2013			219,356.25	219,356.25			
06/01/2014			219,356.25	219,356.25			
12/01/2014			219,356.25	219,356.25			
06/01/2015	350,000.00	4.900%	219,356.25	569,356.25			
12/01/2015			210,781.25	210,781.25			
06/01/2016	545,000.00	5.000%	210,781.25	755,781.25			
12/01/2016			197,156.25	197,156.25			
06/01/2017	685,000.00	5.000%	197,156.25	882,156.25			
12/01/2017			180,031.25	180,031.25			
06/01/2018	765,000.00	5.000%	180,031.25	945,031.25			
12/01/2018			160,906.25	160,906.25			
06/01/2019	850,000.00	5.000%	160,906.25	1,010,906.25			
12/01/2019			139,656.25	139,656.25			
06/01/2020	945,000.00	5.125%	139,656.25	1,084,656.25			
12/01/2020			115,440.63	115,440.63			
06/01/2021	1,095,000.00	5.125%	115,440.63	1,210,440.63			
12/01/2021			87,381.25	87,381.25			
06/01/2022	1,195,000.00	5.125%	87,381.25	1,282,381.25			
12/01/2022			56,759.38	56,759.38			
06/01/2023	1,055,000.00	5.125%	56,759.38	1,111,759.38			
12/01/2023			29,725.00	29,725.00			
06/01/2024	1,160,000.00	5.125%	29,725.00	1,189,725.00			
	8,645,000.00		3,891,168.77	12,536,168.77	8,645,000.00	219,356.25	8,864,356.25

PRIOR DEBT SERVICE PAYMENT SCHEDULE

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
COUNTY OF JACKSON, STATE OF MICHIGAN
TAX INCREMENT REFUNDING BONDS, SERIES 2012
(LIMITED TAX GENERAL OBLIGATION)
[SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Unrefunded Debt Service (Issuer is Responsible for Paying)

Date	Unrefunded Principal	Unrefunded Interest	Unrefunded Debt Service
06/01/2012	190,000.00	4,370.00	194,370.00
	190,000.00	4,370.00	194,370.00

PRIOR BOND DEBT SERVICE

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Dated Date 03/02/2012
 Delivery Date 03/02/2012

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2012			219,356.25	219,356.25	219,356.25
12/01/2012			219,356.25	219,356.25	
06/01/2013			219,356.25	219,356.25	438,712.50
12/01/2013			219,356.25	219,356.25	
06/01/2014			219,356.25	219,356.25	438,712.50
12/01/2014			219,356.25	219,356.25	
06/01/2015	350,000	4.900%	219,356.25	569,356.25	788,712.50
12/01/2015			210,781.25	210,781.25	
06/01/2016	545,000	5.000%	210,781.25	755,781.25	966,562.50
12/01/2016			197,156.25	197,156.25	
06/01/2017	685,000	5.000%	197,156.25	882,156.25	1,079,312.50
12/01/2017			180,031.25	180,031.25	
06/01/2018	765,000	5.000%	180,031.25	945,031.25	1,125,062.50
12/01/2018			160,906.25	160,906.25	
06/01/2019	850,000	5.000%	160,906.25	1,010,906.25	1,171,812.50
12/01/2019			139,656.25	139,656.25	
06/01/2020	945,000	5.125%	139,656.25	1,084,656.25	1,224,312.50
12/01/2020			115,440.63	115,440.63	
06/01/2021	1,095,000	5.125%	115,440.63	1,210,440.63	1,325,881.26
12/01/2021			87,381.25	87,381.25	
06/01/2022	1,195,000	5.125%	87,381.25	1,282,381.25	1,369,762.50
12/01/2022			56,759.38	56,759.38	
06/01/2023	1,055,000	5.125%	56,759.38	1,111,759.38	1,168,518.76
12/01/2023			29,725.00	29,725.00	
06/01/2024	1,160,000	5.125%	29,725.00	1,189,725.00	1,219,450.00
	8,645,000		3,891,168.77	12,536,168.77	12,536,168.77

Note: Prior Bonds are callable on: 06/01/2012 @ 100 (Any Date thereafter)

SUMMARY OF BONDS REFUNDED

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2002 Brownfield Redevelopment Bonds:					
Serial Bonds 2015-2020	06/01/2015	4.900%	350,000.00	06/01/2012	100.000
	06/01/2016	5.000%	545,000.00	06/01/2012	100.000
	06/01/2017	5.000%	685,000.00	06/01/2012	100.000
	06/01/2018	5.000%	765,000.00	06/01/2012	100.000
	06/01/2019	5.000%	850,000.00	06/01/2012	100.000
	06/01/2020	5.125%	945,000.00	06/01/2012	100.000
Term Bonds 2021-2022	06/01/2021	5.125%	1,095,000.00	06/01/2012	100.000
	06/01/2022	5.125%	1,195,000.00	06/01/2012	100.000
Term Bonds 2023-2024	06/01/2023	5.125%	1,055,000.00	06/01/2012	100.000
	06/01/2024	5.125%	1,160,000.00	06/01/2012	100.000
			8,645,000.00		

Notes:

Prior Bonds are callable on: 06/01/2012 @ 100 (Any Date thereafter)
 Base CUSIP of Issuer : 466552

ESCROW REQUIREMENTS

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
COUNTY OF JACKSON, STATE OF MICHIGAN
TAX INCREMENT REFUNDING BONDS, SERIES 2012
(LIMITED TAX GENERAL OBLIGATION)
[SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Dated Date 03/02/2012
Delivery Date 03/02/2012

Period Ending	Interest	Principal Redeemed	Total
06/01/2012	219,356.25	8,645,000.00	8,864,356.25
	219,356.25	8,645,000.00	8,864,356.25

ESCROW DESCRIPTIONS

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
COUNTY OF JACKSON, STATE OF MICHIGAN
TAX INCREMENT REFUNDING BONDS, SERIES 2012
(LIMITED TAX GENERAL OBLIGATION)
[SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Mar 2, 2012:						
SLGS	Certificate	06/01/2012	06/01/2012	8,864,356		0.000%
				8,864,356		

SLGS Summary

SLGS Rates File	30DEC11
Total Certificates of Indebtedness	8,864,356.00

ESCROW COST DETAIL

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
DSF:				
SLGS	06/01/2012	1,349,999.75		1,349,999.75
BP:				
SLGS	06/01/2012	7,514,356.25		7,514,356.25
		8,864,356.00		8,864,356.00

Escrow	Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
DSF	03/02/2012	1,349,999.75	0.25	1,350,000.00
BP	03/02/2012	7,514,356.25		7,514,356.25
		8,864,356.00	0.25	8,864,356.25

ESCROW STATISTICS

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY
 COUNTY OF JACKSON, STATE OF MICHIGAN
 TAX INCREMENT REFUNDING BONDS, SERIES 2012
 (LIMITED TAX GENERAL OBLIGATION)
 [SCENARIO 2 (REVISED) : \$1.35MM CONTRIBUTION]

Escrow	Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
DSF	1,350,000.00	0.247	33.37			1,337,009.86	12,990.13	0.01
BP	7,514,356.25	0.247	185.76			7,442,050.69	72,305.56	
	8,864,356.25		219.14			8,779,060.55	85,295.69	0.01

Delivery date 03/02/2012
 Arbitrage yield 3.949513%
 Composite Modified Duration 0.247

Projected Tax Increment Revenues and Debt Service Coverage Table

Fiscal Year Ending June 30,	Taxable Value (1)	Initial Assessed Value (Base Year)	Captured Taxable Value (2)	Millage Rate (3)	Tax Increment Revenues (4)	Series 2007 Refunding Bonds Outstanding (5)	The Bonds (6)	Outstanding and Projected Debt Service	Annual Excess/(Deficit) Tax Increment Revenues (7)	Available Fund Balance (8)	Revenues Available for Debt Service (9)	Debt Service Coverage (10)	Cumulative Excess/(Deficit) Revenue for Debt Service (11)
2012													\$1,350,000
2013	\$31,389,465	\$816,842	\$30,572,623	32.3100	\$987,801	\$695,004	\$440,314	\$1,135,317	(\$147,516)	\$1,350,000	\$2,337,801	2.06 x	1,202,484
2014	29,831,992	816,842	29,015,150	32.3100	937,479	723,804	359,075	\$1,082,879	(\$145,399)	1,202,484	2,139,964	1.98	1,057,085
2015	28,350,242	816,842	27,533,400	32.3100	889,604	421,004	617,475	\$1,038,479	(\$148,875)	1,057,085	1,946,689	1.87	908,210
2016	28,358,242	816,842	27,541,400	32.3100	889,863	424,774	608,975	\$1,033,749	(\$143,886)	908,210	1,798,073	1.74	764,324
2017*	31,338,825	816,842	30,521,983	32.3100	986,165	423,339	710,475	\$1,133,814	(\$147,649)	764,324	1,750,489	1.54	616,676
2018	31,915,601	816,842	31,098,759	32.3100	1,004,801	421,904	728,100	\$1,150,004	(\$145,203)	616,676	1,621,477	1.41	471,473
2019	32,603,913	816,842	31,787,071	32.3100	1,027,040	420,434	753,700	\$1,174,134	(\$147,093)	471,473	1,498,513	1.28	324,379
2020	33,153,991	816,842	32,337,149	32.3100	1,044,813	423,964	768,100	\$1,192,064	(\$147,250)	324,379	1,369,193	1.15	177,129
2021	34,216,071	816,842	33,399,229	32.3100	1,079,129	422,284	803,850	\$1,226,134	(\$147,005)	177,129	1,256,258	1.02	30,124
2022	34,640,393	816,842	33,823,551	32.3100	1,092,839	420,604	817,675	\$1,238,279	(\$145,440)	30,124	1,122,963	0.91	(115,316)
2023	35,077,200	816,842	34,260,358	32.3100	1,106,952	423,924	828,675	\$1,252,599	(\$145,647)		1,106,952	0.88	(260,962)
2024	35,626,744	816,842	34,809,902	32.3100	1,124,708	422,011	846,675	\$1,268,686	(\$143,978)		1,124,708	0.89	(404,941)
2025	36,689,279	816,842	35,872,437	32.3100	1,159,038	1,765,099	97,875	\$1,862,974	(\$703,935)		1,159,038	0.62	(1,108,876)
2026	37,165,065	816,842	36,348,223	32.3100	1,174,411	1,826,024	97,875	\$1,923,899	(\$749,488)		1,174,411	0.61	(1,858,364)
2027	37,654,366	816,842	36,837,524	32.3100	1,190,220	1,891,849	97,875	\$1,989,724	(\$799,503)		1,190,220	0.60	(2,657,867)
2028	38,207,454	816,842	37,390,612	32.3100	1,208,091	1,951,329	97,875	\$2,049,204	(\$841,113)		1,208,091	0.59	(3,498,980)
2029	38,974,603	816,842	38,157,761	32.3100	1,232,877	2,015,219	97,875	\$2,113,094	(\$880,217)		1,232,877	0.58	(4,379,197)
2030	40,166,095	816,842	39,349,253	32.3100	1,271,374	516,656	902,875	\$1,419,531	(\$148,157)		1,271,374	0.90	(4,527,353)
2031	40,652,217	816,842	39,835,375	32.3100	1,287,081		1,431,650	\$1,431,650	(\$144,569)		1,287,081	0.90	(4,671,922)
					\$20,694,289	\$15,609,223	\$11,106,989	\$26,716,211	(\$6,021,922)				

Current Taxing Jurisdictions	Captured Millage Rates	Ad Valorem Tax Roll Non-Homestead Properties
Jackson Public Schools:	18.2000	100%
Intermediate School District:	8.1100	100%
State Education Tax:	6.0000	100%
TOTALS	32.3100	32.3100

1) Projected Taxable Value of the Eligible Property (Real & Personal) based on City Assessor's assumptions.

*Personal Taxable Value is to increase to \$2,500,000 in FYE 06/30/2017 due to Expiration of Act 328)

2) Projected Captured Taxable Value of the Eligible Property.

3) Captured Millage Rates for the Fiscal Year Ending June 30, 2012.

4) Projected Tax Increment Revenues.

5) Actual Debt Service on the Outstanding Series 2007 Refunding Bonds

6) Proposed Debt Service on The Bonds

7) Projected excess/(deficit) of annual Tax Increment Revenues after payment on the Series 2007 Refunding Bonds and the Bonds.

8) Authority Fund Balance available based on contribution of \$1,350,000 as of 6/30/2012 (After 2013, this Fund Balance is increased/(decreased) by the prior years excess/(deficit) of Tax Increment Revenues)

9) Sum of Tax Increment Revenues and Available Fund Balance

10) Projected annual Debt Service Coverage on the Series 2007 Refunding Bonds and The Bonds.

11) Projected cumulative excess/(deficit) Tax Increment Revenues and Fund Balance after payment on the Series 2007 Refunding Bonds and The Bonds.



Department of Community Development

Building a Stronger Community

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

CITY COUNCIL MEETING January 24, 2012 Ordinances

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burch, Deputy City Manager/Community Development Director

SUBJECT: Ordinance to Establish a Registry for Non-Owner Occupied Structures and Units, and to Revise Various Sections of Chapter 14 in Order to Update Certain Provisions

MOTION

Approve the Ordinance and place it on the next regularly scheduled City Council Agenda for adoption.

As part of the overall Economic Stabilization Program for the City of Jackson, Neighborhood Economic Stabilization examines various strategies to improve the City's supply of aged housing stock. To that end, Community Development and City Attorney staffs have spent a considerable amount of time reviewing and modifying Chapter 14 of the City of Jackson Code of Ordinances, which sets forth rules and regulations relating to housing.

The revisions and modifications to Chapter 14 presented for City Council's review and consideration include:

Article I – Non-Owner Occupied Residential Property Registry

Establishment of a new registry of all non-owner occupied residential structures and units. The Non-Owner Occupied Residential Property Registry (NOORPR) will require all non-owner occupied residential dwellings or dwelling units be registered with the City of Jackson to ensure safe and quality housing will be maintained and property values enhanced. The NOORPR also requires owners of property living outside a 75 mile radius of Jackson County designate a responsible local agent to receive notifications, allow access when necessary, and assist code enforcement inspectors in their duties to inspect non-owner occupied dwelling or dwelling units.

Article II – Minimum Housing Standards and Article V – Non-Residential Buildings

Provide necessary updates to the housing code and non-residential building requirements to create harmony between the City's ordinance and the Michigan Building Code, Michigan Residential Code, Michigan Plumbing Code, Michigan Electrical Code, and Michigan Mechanical Code.

Article IV – Fair Housing

Minor revisions to the Article were made to be more reflective of current terminology used, as recommended in the 2010 Analysis of Impediments to Fair Housing Choice.

In all locations of Chapter 14 establishing fee amounts, language was modified to allow for fees to be established by resolution of the City Council. This action will make it more convenient to adjust fees in the future to meet rising costs and to more closely approximate the current costs of the conduct of inspections.

Proposed revisions to Chapter 14 are provided in two attached documents. Attachment 1 represents a marked up version of the current ordinance, reflecting changes in strikeout removals and bold additions. Attachment 2 is how the Ordinance will appear once adopted.

cc: Bethany Smith, Deputy City Attorney

Chapter 14 HOUSING*

*Cross references: Buildings and building regulations, Ch. 5; community development, Ch. 8; fire prevention and protection, Ch. 10; garbage and rubbish, Ch. 12; human relations, Ch. 15.

Art. I. Non-Owner Occupied Residential Property Registry §§ 14-1--14-25

Art. II. Minimum Housing Standards, §§ 14-26--14-120

Div. 1. Generally, §§ 14-26--14-40

Div. 2. Enforcement, §§ 14-41--14-60

Div. 3. Fire Safety, §§ 14-61--14-70

Div. 4. Exterior Standards, §§ 14-71--14-80

Div. 5. Interior Standards, §§ 14-81--14-90

Div. 6. Minimum Standards for Light and Ventilation, §§ 14-101--14-110

Div. 7. Minimum Space Requirements, §§ 14-111--14-120

Art. III. Housing Commission, §§ 14-121--14-130

Art. IV. Fair Housing, §§ 14-131--14-150

Art. V. Non-Residential Buildings, §§ 14-151--14-312

Div. 1. In General, §§ 14-151--14-200

Div. 2. Property Maintenance Standards, §§ 14-201--14-300

Div. 3. Enforcement Procedures, §§ 14-301--14-312

~~Art. I. In General, §§ 14-1--14-25~~

~~Art. II. Minimum Housing Standards, §§ 14-26--14-120~~

~~Div. 1. Generally, §§ 14-26--14-40~~

~~Div. 2. Enforcement, §§ 14-41--14-60~~

~~Div. 3. Fire Safety, §§ 14-61--14-70~~

~~Div. 4. Interior Standards, §§ 14-71--14-80~~

~~Div. 5. Exterior Standards, §§ 14-81--14-90~~

~~Div. 6. Minimum Facilities Standards, §§ 14-91--14-100~~

~~Div. 7. Minimum Standards for Light and Ventilation, §§ 14-101--14-110~~

~~Div. 8. Minimum Space Requirements, §§ 14-111--14-120~~

~~Art. III. Housing Commission, §§ 14-121--14-130~~

~~Art. IV. Fair Housing, §§ 14-131--14-150~~

~~Art. V. Non-Residential Buildings, §§ 14-151--14-312~~

~~Div. 1. In General, §§ 14-151--14-200~~

~~Div. 2. Property Maintenance Standards, §§ 14-201--14-300~~

~~Div. 3. Enforcement Procedures, §§ 14-301--14-312~~

~~ARTICLE I. IN GENERAL~~
~~Secs. 14-1-14-25. Reserved.~~

ORDINANCE NO. 2011-_____

An ordinance adding Article I – Non-Owner Occupied Residential Property Registry to Chapter 14 of the Code of Ordinances, City of Jackson, Michigan to provide a registry of residential dwellings and units that are non-owner occupied, to require that the non-owner occupied residential dwellings or units meet the requirements of the Housing Code, and to require the property owner to designate a local responsible agent to accept notices for and grant access to non-owner occupied residential dwellings and units; to eliminate obsolete sections of Chapter 14, to update sections of Chapter 14 so that the sections are in harmony with the current plumbing, building, mechanical, and electrical codes, to revise fee schedules contained in Chapter 14 to more closely approximate the current costs of the conduct of inspections, and to eliminate redundancy with other City of Jackson Ordinances.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Chapter 14 of the Code of the City of Jackson be, and the same hereby is , amended to read as follows:

**ARTICLE I – NON-OWNER OCCUPIED RESIDENTIAL PROPERTY
REGISTRY**

Section 14-1. Title.

This article shall be known as the “Non-owner Occupied Residential Property Registry.”

Section 14-2. Findings and purpose.

The City Council finds that there are non-owner occupied residential dwellings or units in the City that have become unsafe, unsanitary and unsecure due to deterioration. The City Council finds that it is in the best interests of the health, safety and welfare of the City and its residents to require that all non-owner occupied residential dwellings or units be registered and inspected to ensure safe, secure and sanitary living conditions for those residing in non-owner occupied residential dwellings or units. The City Council also finds that by requiring property registration of all non-owner occupied residential dwellings or units in the City, the continuing maintenance of safe and quality non-owner occupied residential dwellings and units will be maintained and property values will be enhanced. The City Council also finds that requiring designation of a responsible local agent will ensure timely notice under the law to the property owner and assist code enforcement inspectors in their duties to inspect non-owner occupied dwellings or units.

Section 14-3 Definitions.

Unless the context indicates otherwise, the following words used in this article shall have these meanings:

Owner is used as the term is defined in Section 14-26 of this Code.

Non-owner occupied residential dwelling or unit means any residential dwelling or unit intended to be used as habitable space in which the owner of the dwelling or unit does not reside, or where individuals other than or in addition to the owner reside, whether pursuant to an oral or written lease or for other valuable consideration including, but not limited to, cash, barter of goods and services, and imputed rent. This does not include relatives that reside with the owner in the same unit. This term also refers to any residential dwelling or unit that has been unoccupied by the owner or by a person with the consent of the owner for a period of more than thirty (30) days.

Responsible Local Agent means a representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

- (1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, and any notice received by the responsible local agent shall be deemed to have been received by the property owner; and
- (2) Be responsible for providing access to the non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of the City of Jackson Code of Ordinances.

Section 14-4 Property registration required.

No person shall rent, lease, offer for rent or lease, or allow another person to occupy any non-owner occupied residential dwelling or unit without a property registration issued by the City. Upon the adoption of this ordinance, any owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within one hundred twenty (120) days of the effective date of this ordinance. Upon expiration of the initial one hundred twenty (120) day period, an owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within thirty (30) days of the non-owner occupied residential dwelling or unit becoming non-owner occupied.

Section 14-5 Exceptions.

A property registration is not required under the following circumstances:

- (1) A single family residential dwelling that is entirely owner-occupied.**
- (2) Upon the sale of any single family residential dwelling that is intended for occupancy by the buyer where possession is delayed for up to ninety (90) days.**
- (3) The premises are a jail, school, or government-owned care facility; provided however that this does not create an exception for state or federally subsidized housing facilities; or**
- (4) The premises are occupied by a person with a documented or recorded life estate in the premises.**

Section 14-6 Application and fees.

An owner of a non-owner occupied residential dwelling or unit shall apply for a property registration on forms provided by the Department of Community Development. The owner must pay the required application fees and all outstanding inspection fees and applicable late charges. No application for property registration is valid unless filled out accurately and completely, signed by the owner and the Responsible Local Agent, and the proper fees have been paid. It is a violation of this article for an owner to provide inaccurate information on an application for a property registration. A property registration fee once tendered may not be refunded or transferred.

Section 14-7 Issuance of property registration

A property registration shall be issued if the applicant meets all of the following requirements:

- (1) An application form is properly submitted;**
- (2) An Acknowledgment of Local Responsible Agent form is submitted and signed by the Local Responsible Agent, if required;**
- (3) All application fees are paid;**
- (4) The non-owner occupied residential dwelling or unit has a valid certificate of compliance;**
- (5) All outstanding inspection fees and late fees are paid;**
- (6) Payment in full of all of the following fines, fees and debts relating to the property being registered owed to the City that are currently due or past due, including but not limited to:
 - a. All previously billed property taxes;**
 - b. All current or past due special assessments;**
 - c. Outstanding water or sewer bills;**
 - d. All charges for mowing, cleanup, weed or debris removal;**
 - e. Any fees, penalties, or debts of any sort arising from provisions of the housing code, including any blight violations; and**
 - f. The Responsible Local Agent, if required, has been designated.****

Section 14-8 Conditional property registration

During the initial one hundred twenty (120) days after adoption of this ordinance, a conditional property registration shall be issued if a property registration application has been properly submitted for a non-owner occupied residential dwelling or unit that does not have a valid certificate of compliance and an appointment for a housing inspection has been scheduled. After the initial one hundred twenty (120) day period following adoption of this ordinance, a conditional property registration will not be issued and a non-owner occupied residential dwelling or unit may not be occupied until a property registration and a certificate of compliance have been issued.

Section 14-9 Amendment of property registration information

If any information submitted upon the application for issuance of a property registration changes, the owner must notify the Department of Community Development within ten (10) days and submit an amended application. Failure to update information within ten (10) days is a violation of this article and subject to late fees.

Section 14-10 Property registration valid for two (2) years.

A property registration is valid for a period of two (2) years from the date of issuance unless revoked for cause by the City. A renewal property registration must be applied for at least sixty (60) days prior to the expiration date. Failure to timely renew a property registration is a violation of this article and shall subject the applicant to late fees.

Section 14-11 Inspection of non-owner occupied residential dwelling or unit

Before a certificate of compliance can be issued, an inspection of the non-owner occupied residential dwelling or unit must be conducted by a code enforcement official. Any violations that constitute an emergency situation must be corrected immediately. If found to be unfit for human habitation, the non-owner occupied residential dwelling or unit must be immediately vacated. All other violations found upon the inspection must be corrected within ninety (90) days. A non-owner occupied residential dwelling or unit may not be occupied until a certificate of compliance has been issued.

Section 14-12 Reasons for revocation or denial of property registration.

A property registration or conditional property registration may be denied or revoked by the Chief Building Official for any of the following reasons:

- (1) Whenever the City finds that the owner of any non-owner occupied residential dwelling or unit has failed to comply with a notice of violation issued pursuant to Chapter 14 of this Code;**

- (2) If an owner or responsible local agent has refused or failed to allow an inspection of the non-owner occupied residential dwelling or unit by a code enforcement official;
- (3) An act, omission or condition exists at the non-owner occupied residential dwelling or unit that is unauthorized or beyond the scope of the property registration granted;
- (4) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is prohibited by the provisions of this article or any other city ordinance, regulation or provision, or by any state or federal law;
- (5) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is contrary to the public health, safety, and welfare of the citizens of Jackson; and/or
- (6) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is a nuisance as identified in Chapter 17 of the Code of Ordinances.

Section 14-13 Effect of revocation or denial of property registration.

An owner whose property registration has been denied or revoked shall not permit occupancy of a non-owner occupied residential dwelling or unit until the non-owner occupied residential dwelling or unit is properly registered with the City and a property registration has been issued. Upon denial or revocation of a property registration, the owner shall immediately take such legal action as may be required to vacate the premises, including eviction proceedings. No person shall occupy the non-owner occupied residential dwelling or unit until the reason for denial or revocation of a property registration has been abated or corrected and the non-owner occupied residential dwelling or unit has been issued a property registration. Upon denial or revocation of a property registration, any application or inspection fees shall not be refunded.

Section 14-14 Right to a hearing upon revocation or denial.

An owner denied a property registration or whose property registration has been revoked shall have the right to a hearing before the Building Code Board of Examiners and Appeals, provided a written request is filed with the Building Code Board of Examiners and Appeals within ten (10) days after receipt of notice of denial or revocation. The Building Code Board of Examiners and Appeals may affirm a denial or revocation or reinstate any property registration after a hearing. The action of the Building Code Board of Examiners and Appeals shall be final and may be appealed to the circuit court within twenty-one (21) days from the date the Building Code Board of Examiners and Appeals makes the determination.

Section 14-15 Responsible Local Agent.

For a non-owner occupied residential dwelling or unit owned by a person or entity that resides outside of Jackson County, the property owner must designate a Responsible Local Agent who resides within seventy-five (75) miles of Jackson County. If the Responsible Local Agent is a corporation, limited liability company, partnership or other for-profit or non-profit entity, the address of the registered office or headquarters of the entity must be within seventy-five (75) miles of Jackson County.

Section 14-16 Notice to owner or Responsible Local Agent.

All notices required by Chapters 2.5, 4, 5, 12, 13, 14, 17, 26 or 28 concerning a non-owner occupied residential dwelling may be served by either first class mail, certified mail or personal service upon the owner or upon the Responsible Local Agent, if one has been designated.

Section 14-17 Transfer of ownership.

If the ownership of a non-owner occupied residential dwelling or unit is transferred, any property registration under this article shall become void. An application for registration must be made at the time of closing by the purchaser, transferee, or grantee, and the seller of the non-owner occupied residential dwelling or unit must notify the City within ten (10) days of the sale or transfer and provide the name and address of the purchaser or transferee. A purchaser or transferee who intends to live in a single-family dwelling that was a non-owner occupied single-family dwelling prior to the sale or transfer, but will be an owner-occupied single-family dwelling after the sale or transfer, need not comply with registering the property once a transfer affidavit and proof that a 100% primary residency exemption has been filed with the City Assessor. No refunds or credits of fees will be given when there is a transfer of ownership.

Section 14-18 Presumption of non-owner occupied residential dwelling or unit.

Whenever a residential dwelling or unit used for or intended for residential purposes is vacant or occupied by anyone other than the owner of record as shown in the records of the City Assessor, there shall exist a presumption that the dwelling or a portion of the dwelling is a non-owner occupied residential dwelling or unit regardless of whether monetary compensation is exchanged between the owner and the person(s) occupying the residential dwelling or unit.

Section 14-19 Fees and charges.

Application fees, inspection fees, applicable late fees as well as any other charges in connection with property registration shall be established by resolution of the City Council.

Section 14-20 Revenues

All revenues raised shall be placed in a Housing Code Enforcement Fund. No part of the funds held in the Housing Code Enforcement Fund may be transferred to the general operating fund for any purpose.

Section 14-21 Disclaimer of liability.

The City shall not be liable to any person or entity by reason of the inspections required by this article or the issuance of a property registration. A property registration is not a warranty or guarantee that there are no defects in the non-owner occupied residential dwelling or unit. The inspection of the land use, exterior and interior of the dwelling or unit is limited to visual inspection only. The City does not guarantee or approve, and shall not be held responsible for, defects not noted in any inspection report or for any latent, structural or mechanical defects thereto.

Section 14-22 Nuisance per se.

A non-owner occupied residential dwelling or unit in violation of this article is considered to be a nuisance per se and is subject to abatement in a manner prescribed by law.

Section 14-23 Penalties.

Conviction for violation of any provision of this article is a blight violation punishable as provided in Chapter 2.5 of this Code. Each day that a provision of this article continues to exist is a separate offense. In the case of a multi-unit non-owner occupied residential dwelling, each unit that is in violation of any provision of this article constitutes a separate offense.

Section 14-24 Severability.

If any provision of this article is determined to be unenforceable by a court, the remainder of this article shall be deemed severable and is to remain in full force and effect.

ARTICLE II. MINIMUM HOUSING STANDARDS

DIVISION 1. GENERALLY

All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

- (1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.**
- (2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.**
- (3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.**
- (4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.**

Sec. 14-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned dwelling means a dwelling which is unoccupied in a bona fide manner **for a period of more than six (6) months**. A dwelling will be presumed abandoned ~~if it remains unoccupied in a bona fide manner for a period of twelve (12) months.~~ **when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payments have been made by the property owner for at least 90 days, and the property has been vacant for at least 90 days.**

Accessory structure means ~~a detached building or structure, including a detached garage, that is not used, and not intended to be used, for living or sleeping by human occupants and that is located on or partially on any exterior property area or any other improvement separate and distinct from a dwelling, but located on~~ ~~110.~~ ~~such property, including a swimming pool.~~ **a detached structure customarily incidental to the principal structure and located on the same lot with such principal structure including, but not limited to, detached garages, carports, sheds, fences, playhouses, and swimming pools. Accessory structure does not include tents, fabric covered assemblies, and shelters or storage containers.**

Approved, as applied to a material, device or method of construction, means approved by the ~~building official~~ **Chief Building Official** under the provisions of this article, or approved by other authority designated by law to give approval in the matter in question.

Basement means ~~that a~~ portion of ~~the a~~ building partly underground, but having less than half its clear height below the average grade of the adjoining ground (See Cellar).

Building Code Board of Examiners and Appeals means the ~~Board~~ **Board** appointed by the ~~Mayor and City Council~~ **Mayor and City Council** to provide for reasonable interpretations of the provisions of the building code and the housing code.

Building codes means the building codes officially adopted by the ~~City Council~~ **City Council**; or such other codes as may be officially ~~designated~~ **adopted** by the ~~City Council~~ **City Council** for the **purpose of regulation or regulating the administration**, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures.

~~Building official means the official designated by the city to enforce building, zoning or similar laws, and this article, or his duly authorized representatives.~~

Cellar means ~~the that~~ portion of ~~the a~~ building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

Chief Building Official means **the official designated by the city to enforce building, zoning, or similar laws and this article, or his or her duly authorized representatives.**

Dwelling means any building which is wholly or partly used, designed, **or** constructed for the purpose of, or intended to be used for human habitation.

- (1) *One-family dwelling* means a building containing one (1) dwelling unit.
- (2) *Two-family dwelling* means a building containing two (2) dwelling units.
- (3) *Multiple-family dwelling* means a building containing more than two (2) dwelling units.
- (4) *Boardinghouse, lodging house, or tourist house* means a building arranged or used for lodging with or without meals, for compensation.
- (5) *Dormitory* means a building arranged or used for lodging six (6) but not more than twenty (20) individuals and having common toilet and bathroom facilities.
- (6) *Hotel* means a building arranged or used for sheltering, sleeping or feeding, for compensation and open for permanent or transient guests.

Dwelling unit means one (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.

Egress means a place or means of going out.

Enforcement ~~o~~Officers means the officials designated herein or otherwise charged with the responsibilities of administering this article, or ~~their~~ **his or her** authorized representatives.

Exit door means that portion of a means of egress between the termination of the means of egress at the exterior of the dwelling or **dwelling unit** and the outside of the dwelling or **dwelling unit**.

Exterior property areas means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

Extermination means the control and elimination of insects, rodents, **vermin** or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison, spraying, fumigating, trapping or by any other approved pest elimination methods.

Fire ~~o~~Official means the ~~e~~Chief of the ~~f~~Fire ~~d~~Department or his or **her**- duly authorized representatives.

Floor area means the area of the floor contained within the partitions or walls enclosing any room over which floor the ceiling height is not less than the minimum height required by this article and excluding the floor area of any closets.

Flush water closet means a toilet bowl flushed with water under pressure or under static head with a water-sealed trap above the floor level.

Garbage means **spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition, including trash to which such material has adhered.** ~~the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food or other putrescent material.~~

Gross floor area means the total floor area in a building or structure.

Habitable room means a room or enclosed floor space arranged for living, sleeping, eating or cooking purposes (not including bathrooms, water closet compartments, ~~laundries~~ **laundry rooms**, pantries, foyers, hallways, **storage rooms** and other accessory floor spaces).

Hazard means that condition which presents a danger to the health and safety of persons and surrounding property.

~~Health official~~ means ~~the director of environmental health or his~~ duly authorized representatives.

Heated water means water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit at the outlet.

Hotel (See Dwelling).

Human habitation means the use of any room, rooming unit, dwelling unit, building or premises for **the purpose of** living, sleeping, cooking or eating purposes by one (1) or more persons.

Infestation means the presence ~~, within or contiguous to any premises,~~ of insects, rodents, vermin or other pests.

Integral means incorporated in the design of the structure and performing a specific function or serving a specific purpose.

Kitchen means a room ~~, or~~ portion of a room **containing a minimum of seventy (70) square feet of floor area** ~~, used for the preparation or consumption of food, and containing the facilities and equipped as provided in this article, and containing a minimum of seventy (70) square feet of floor area.~~

Kitchenette means a room ~~, or~~ a portion of a room ~~, containing less than seventy (70) square feet of floor area~~ used for the preparation of food, and containing the facilities and equipped as provided in this article, ~~and containing less than seventy (70) square feet of floor area.~~

Motel means the same as a hotel.

Multiple-family dwelling (See Dwelling).

~~*Noxious weeds* means any growth of poison ivy, ragweed or other weeds, grasses or bushes which may be detrimental to the health of human inhabitants. The forestry department shall aid in determination of the existence of noxious weeds.~~

Occupant means any person, over one (1) year of age (including owner or operator); living and sleeping in a **dwelling or** dwelling unit or having actual possession of such dwelling or ~~rooming~~ **dwelling** unit.

Openable area means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator means any person who has charge, care, control or management of a building or part thereof in which dwelling units are let.

Owner means any person who, alone or with any other persons, shall:

- (1) Have a freehold or lesser estate in, or a land contract vendee's interest in, any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof, or

- (2) Have charge, care or control of any premises, dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner.

Person means an individual, firm, corporation, association or partnership.

Plumbing means, **but is not limited to**, water heating facilities, water pipes, ~~gas pipes,~~ garbage and disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents or other similarly supplied fixtures, together with all connections to **potable** water, ~~gas,~~ **sanitary** sewer or vent lines.

Premises means a lot, plot or parcel of land including the buildings or structures thereon.

Public hall means a hall, corridor or passageway not within the exclusive control of one (1) ~~family~~**occupant**.

Refuse means ~~all putrescible and nonputrescible solids (except body wastes) including garbage, rubbish, ashes and dead animals,~~ **but is not limited to, garbage, rubbish, trash, debris, and junk; household appliances or furniture intended for interior use; inoperable, disassembled, or broken toys; mechanical or electrical devices or any kind; ferrous and non-ferrous metals; industrial sludge; solid commercial or industrial waste; or animal waste, but does not include human body waste, liquid, or other waste regulated by statute.**

Responsible Local Agent means a representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

- (1) **Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, and any notice received by the responsible local agent shall be deemed to have been received by the property owner; and**
- (2) **Be responsible for providing access to the non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of the City of Jackson Code of Ordinances.**

Residence building means a building in which sleeping accommodations, with or without cooking facilities as a unit, are provided, except when classified as an institution under the building code.

Rooming house means any dwelling or that part of any dwelling containing one (1) or more rooming units.

Rooming units means any room or group of rooms forming a single habitable unit used or intended to be used for living or sleeping but not for cooking purposes.

Rubbish means combustible and noncombustible waste materials, except garbage; and the term shall include, **but is not limited to**, the residue from the burning of wood, coal, coke and other combustible materials; paper; rags; cartons; boxes; wood; excelsior; rubber; leather; tree branches; yard trimmings; tin cans; metals; mineral matter; glass, crockery; dust and other similar material.

Single-family, owner-occupied dwelling means any dwelling occupied by a single family of which one (1) or more members of the family are owners of the freehold of the premises or a lesser estate, **or a land contract vendee's interest** therein other than a tenancy for a period of time or at will.

Storage area means a room or space in an unoccupied basement, ~~or~~ cellar, **or garage** designated for the holding or keeping of ~~combustible~~ materials which are intended for future use and drawn upon when needed.

Supplied means installed, furnished or provided by the owner or ~~operator~~ **his or her authorized representative.**

Temporary Structure means, **but is not limited to, tents, fabric covered assemblies and shelters, or storage containers that are not fastened to a permanent foundation.**

Unfit for human habitation means that dwelling or ~~multiple~~ dwelling **unit** which is a hazard to the health and welfare of the occupants because it lacks maintenance or is in disrepair, **lacks essential services (gas, water, electric and sewer)**, is unsanitary, **or insect-, vermin-, or rodent-infested.** ~~or lacks sanitary facilities.~~

Ventilation means the process of supplying and removing air by natural or mechanical means to or from any space.

- (1) Natural- - Ventilation by opening to outer air through windows, skylights, doors, louvers, or stacks without wind-driven devices.
- (2) Mechanical- - Ventilation by power-driven devices.

Window means and includes a window, skylight, ~~monitor~~, glazed door, glass block panel, or other light-transmitting medium.

Workmanlike means **executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing identical material, and finished to a completed state. Alternative methods and materials must be approved by the Chief Building Official or his or her designee.** ~~, whenever the words "workmanlike state of maintenance and repair" are used in this article, they shall mean that such maintenance and repair shall be made in a reasonably skillful manner.~~

Workshop area means a room or space in an unoccupied basement, ~~or~~ cellar, **or garage** utilized for repairing **articles**. ~~and manufacturing articles, which activity requires the use of volatile substances or results in the production of combustible dust.~~

(Code 1977, § 8.615; Ord. No. 91-13, § 2, 4-9-91)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 14-27. Maintenance of facilities.

(a) — All dwellings shall be maintained and repaired in a workmanlike manner.

(b) — All required and integral equipment in every dwelling shall be installed in accordance with the ~~city building code~~ **Michigan Building Code or Michigan Residential Code**, and maintained in accordance with the provisions of the housing ~~maintenance code~~ so as to properly and safely perform intended functions; ~~provided, however, exceptions to this section may be approved by the building official.~~

(Code 1977, § 8.614; Ord. No. 93-6, § 1, 5-25-93)

Sec. 14-28. Purpose.

(a) — The purpose of this article is to protect the public health, safety and welfare of **occupants** in buildings used, ~~designed, constructed for the purpose of or~~ intended to be used for human habitation as hereafter provided by:

- (1) Establishing minimum standards for exterior property areas, exterior structure, interior structure, basic facilities, light and ventilation, occupancy requirements, and fire safety. These standards are designed to be reasonably high but at the same time practical and attainable.
- (2) Fixing the responsibilities of owners, operators, ~~and~~ occupants, **and Responsible Local Agents** of dwellings and ~~multiple~~ dwelling **units**.
- (3) Providing for administration, enforcement and penalties.

(b) — ~~The provisions of this article shall apply to all existing structures used, designed, constructed for the purpose of or intended to be used for human habitation. Any new housing construction or additions to existing structures in the city must comply with the requirements of the State Construction Code as amended. The minimum standards required under this code are designed to prevent fire hazards, structural deterioration, inadequate light, air and heat, and unsanitary and overcrowded conditions which constitute a menace to the safety, health and welfare of the occupants.~~

(Code 1977, § 8.602; Ord. No. 91-13, § 1, 4-9-91)

Sec. 14-29. **Applicability.**

The provisions of this article shall apply to all existing structures used, designed and constructed for the purpose of or intended to be used for human habitation. The minimum standards required under this code are designed to prevent fire hazards, structural deterioration, inadequate light, air and heat, and unsanitary and overcrowded conditions which constitute a menace to the safety, health and welfare of the occupants.

~~Applicability as point of sale inspection for neighborhood enterprise zone.~~

This chapter also applies as a point of sale inspection for all sales of new or rehabilitated dwellings for which a neighborhood enterprise zone certificate is in effect. Before any sale of such a dwelling, the ~~b~~**Building i**~~n~~**spection e**~~D~~**ivision** must inspect the dwelling for compliance with all housing, construction, and safety codes. No sale may be finalized until the ~~building inspection division~~**Department of Community Development** issues a certificate of compliance.

(Ord. No. 2003.12, § 2, 9-2-03)

Secs. 14-30--14-40. Reserved.

DIVISION 2. ENFORCEMENT

Sec. 14-41. Enforcement agency.

The provisions of this article shall be enforced by the **Chief Building Official**, ~~chief of the fire department~~**Fire Official**, and the ~~e~~**Chief of p**~~Police and the building official~~ or their designated representatives.

(Code 1977, § 8.603)

Sec. 14-42. Inspections.

- (a) In order that they may perform their duties to safeguard the health, safety and welfare of the occupants of dwellings and of the general public, the ~~building official, chief of police and fire official~~**Chief Building Official, Chief of Police and Fire Official** are hereby authorized to make or cause to be made such inspections of dwellings **or dwelling units** as are necessary to enforce the provisions of this article. The inspections that are authorized for the purpose of enforcement of the provisions of this article shall be made at a reasonable time. The word "dwelling" as used in this paragraph shall include, but not be limited to, those categories of structures defined in section 14-26.
- (b) The building **Chief Building Official, Chief of Police and Fire Official** ~~official, chief of police and fire official~~ shall inspect ~~, on a periodic basis,~~ buildings and structures regulated by this article. Inspections may be conducted even though an unexpired certificate of compliance is on record with the ~~building official~~**Department of Community Development**.
- (c) An inspection shall be conducted in the manner best calculated to secure compliance with this article and appropriate to the needs of the community.
- (d) In an emergency situation, the **Chief Building Official, Chief of Police and Fire Official** ~~building official, police chief and fire official~~ have the right to enter at any time. For purposes of this article, an emergency shall exist when the **Chief Building Official, Chief of Police or Fire Official** ~~building official, health official or fire official~~ has reasonable grounds to

believe that a condition hazardous to health or safety exists on the premises and requires immediate attention.

- (e) In a nonemergency situation ~~or~~ where the owner or occupant of any dwelling demands a warrant for inspection of the premises, the **Chief Building Official, Chief of Police or Fire Official** ~~building official~~ shall obtain a warrant from a court of competent jurisdiction.

(Code 1977, § 8.604; Ord. No. 93-22, § 1, 10-12-93)

Sec. 14-42.1. Issuance of certificate of compliance.

~~(a)~~—The certificates of compliance shall be issued only upon an inspection of the premises by the ~~building official~~ **Chief Building Official or his or her appointed designee**.

- ~~(ba)~~ The ~~building official~~ **Chief Building Official** shall not issue a certificate of compliance when ~~the~~ any existing conditions constitutes a violation of this article.
- ~~(eb)~~ Upon a finding that there is not a condition that would constitute a violation of this article, the certificate of compliance shall be issued. ~~If the~~ **Upon a finding that there** is ~~of~~ a condition that would constitute a violation of this article, ~~no~~ **the** certificate of compliance shall **not** be issued, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45. ~~On~~ **Upon** reinspection and proof of compliance, the order shall be rescinded and a certificate of compliance shall be issued. Subject to the provisions of subsection ~~(dc)~~, a certificate shall not be valid for a period of more than two (2) years.
- ~~(dc)~~ A certificate of compliance shall be issued on condition that the building or structure remains free from violations of this article. If upon reinspection pursuant to section 14-42 the ~~building official~~ **Chief Building Official** determines that conditions exist which constitute a violation of this article, the certificate shall be immediately suspended as to affected areas, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45. On reinspection and proof of compliance, the order shall be rescinded and the suspended certificate reinstated or a new certificate issued.

(Ord. No. 93-22, § 2, 10-12-93)

Sec. 14-43. Inspection fees.

- (a) The owner of a dwelling unit shall be charged by the ~~building official~~ **Chief Building Official** for inspections **conducted pursuant to this article** in accordance with the **resolutions adopted by the City Council** following schedule:
 - ~~(1)~~ **One hundred twenty five dollars (\$125.00) for a single unit dwelling, plus ten dollars (\$10.00) for each additional unit. The charge identified in this**

- ~~subsection shall be deemed to cover up to three (3) inspections. Additional inspections shall be charged at the rate of forty dollars (\$40.00) each.~~
- (2) ~~The fee established by subsection (1) shall be seventy five dollars (\$75.00) if a certificate of compliance is reissued within five (5) years from the previous compliance date. The charge identified in this subsection shall be deemed to cover up to three (3) inspections. Additional inspections shall be charged at the rate of forty dollars (\$40.00) each.~~
- (3) ~~Notwithstanding subsections (1) and (2),~~ The owner or occupant of property whose dwelling is inspected pursuant to a housing rehabilitation program or other housing assistance program of the city shall not be charged for such inspection.
- (b) The first ten dollars (\$10.00) of any initial inspection fee imposed under this section shall be applied toward the issuance of a certificate of compliance required pursuant to PA 167 of 1968, as last amended.
- (c) If the owner fails to pay an invoice for inspection fees directed to him **or her** under section 14-43(a) within thirty (30) days, the city may cause the costs reflected in said invoice to be assessed against the premises as a special assessment, pursuant to Serial Section 273 of the City Charter, and may institute an action against the owner 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 the lien upon the premises.
- (d) **All revenues raised shall be placed in a Housing Code Enforcement Fund. No part of the funds held in the Housing Code Enforcement Fund may be transferred to the general operating fund for any purpose.**

(Code 1977, § 8.605; Ord. No. 91-14, § 1, 4-23-91; Ord. No. 92-8, § 1, 5-19-92; Ord. No. 92-17, § 1, 10-20-92; Ord. No. 93-22, § 3, 10-12-93; Ord. No. 98-23, § 1, 8-18-98)

Sec. 14-44. Violations observed.

When violations of this article are observed, the ~~building official~~ **Chief Building Official** or his **or her** authorized representative shall file a written report of such violations with the ~~inspection department~~ **Department of Community Development**.

(Code 1977, § 8.606)

Sec. 14-45. Notices and orders.

Notice of violations of this article and orders for the correction of such violations shall be given to the owner or his **or her** agent within five (5) working days from the date of inspections. Notice shall:

- (1) Be in writing.
- (2) Identify the property involved, the day of the inspection and the name of the inspector.
- (3) Cite the conditions that constitute violations of this article.

- (4) State the time allotted for correction of the violations. **Emergency hazards shall be corrected immediately.** For purposes of this section, the time allotted for correction of nonemergency violations shall be no less than thirty (30) and no more than ninety (90) calendar days. ~~The building official shall order that emergency hazards shall be corrected immediately.~~
- (5) Inform the owner of his **or her** right to appeal to the ~~building board of appeals~~ **Building Code Board of Examiners and Appeals.**

(Code 1977, § 8.607)

Sec. 14-45.1. Transfer of ownership.

It shall be unlawful for the owner of any dwelling **or dwelling unit or structure** who has received a notice of violation and order for correction, or upon whom a notice of violation and order for correction has been served, pursuant to section 14-45, to sell, transfer, or otherwise dispose of to another until the provisions of the notice of violation and order for correction have been complied with, or until such owner ~~shall first~~ furnishes the grantee or transferee a true copy of said notice of violation and order for correction issued by the ~~code official~~ **Chief Building Official**, and shall furnish to the ~~code official~~ **Chief Building Official** a signed and notarized statement from the grantee or transferee acknowledging the receipt of such notice of violation and order for correction, and fully accepting the responsibility without condition for making the corrections or repairs required by such notice of violation and order for correction.

(Ord. No. 91-12, § 1, 4-9-91)

Sec. 14-46. Notice to vacate.

~~When a city official~~ **the Chief Building Official, Chief of Police or Fire Official** finds any dwelling unfit for human habitation, he **or she** shall serve notice to vacate on the owner **or his or her responsible local agent** as follows:

- (1) By delivery to the owner, **the responsible local agent**, ~~in person~~ or to a person of suitable age and discretion at the owner's **or responsible local agent's** usual abode; or
- (2) By ~~certified or registered~~ **first class** mail addressed to the owner **or his or her responsible local agent** at his **or her** last known address; or
- (3) By posting the notice for a twenty-four (**24**)-hour period in placard form in a conspicuous place on the premises to be vacated. No person shall deface or remove such placard from any dwelling except by authority in writing from the ~~building or health official~~ **Chief Building Official.**

(Code 1977, § 8.608)

Sec. 14-47. Vacating of unfit building.

Any dwelling or ~~multiple~~ **dwelling unit** which has been declared unfit for human habitation shall be vacated within a reasonable time as required by the **Chief Building Official, Chief of Police or Fire Official** ~~building official or police chief~~. No person shall

occupy such dwelling **or dwelling unit** until written approval is secured from the ~~building official~~ **Chief Building Official**.~~or health official.~~
(Code 1977, § 8.609)

Sec. 14-48. Correction of violation.

The time limit set for the correction of a violation may be extended by the ~~building official~~ **Chief Building Official** or ~~board of appeals~~ **the Building Code Board of Examiners and Appeals**, if the owner can show a good faith effort to comply with the repair order. ~~or, in the case of owner-occupied, single-family, and two-family dwellings, of either such good faith effort or upon a showing of unusual hardship.~~ Time limits may also be extended by the ~~building official~~ **Chief Building Official** for repairs which ~~because of the seasonal nature, the work to be done cannot be carried out within the allotted period~~ **because of the seasonal nature of the work to be done.**
(Code 1977, § 8.610)

Sec. 14-49. Noncompliance cases.

(a) — If the owner or occupant fails to comply with the correction order contained in the notice of violation, the ~~building official~~ **Chief Building Official** may bring an action to enforce the provisions of this article.

(b) — If the violation constitutes an emergency, or the owner ignores the correction order, the ~~city~~ **Chief Building Official** may cause the necessary repairs to be made **or take other corrective action up to and including condemnation and demolition of the structure**, and the charges collected as a special assessment against the premises as provided in the Charter of the city.
(Code 1977, § 8.611)

Sec. 14-50. Penalties.

(a) — Conviction for a violation of any provision of this article is a blight violation punishable as provided in Chapter 2.5 of this Code.

(b) — Each day of violation of a provision of this article relating to the physical condition of any dwelling shall constitute a separate violation.

(Code 1977, § 8.612; Ord. No. 2004.22, § 1, 11-9-04)

Editor's note: Section 2 of Ord. No. 2004.22 states: This amendment does not effect any existing litigation and does not abate any action or proceeding pending under or by virtue of this ordinance as it existed before this amendment if such litigation or proceeding was filed before December 31, 2004.

Sec. 14-51. Appeal.

The ~~building code board of appeals~~ **Building Code Board of Examiners and Appeals** may grant a specific variance to any requirement of this ~~code article~~ if the literal application of a ~~code~~ requirement would result in practical difficulty for compliance with

the particular section(s) at issue. An owner, or agent thereof, whose building has been inspected, may apply to the ~~building code board of appeals~~ **Building Code Board of Examiners and Appeals** for a hearing for reconsideration of the notice of ~~code~~ violation(s) and any correction order(s) contained therein. No variance shall be granted if same would result in either the purpose ~~of or the code or the~~ intent of the particular section(s) at issue being abrogated. The ~~building code board of appeals~~ **Building Code Board of Examiners and Appeals** may attach in writing any conditions in connection with the granting of a variance that, in its judgment, are necessary to protect the health, safety and welfare of the people of the city. In authorizing a variance, the ~~b~~Board shall require such evidence as it may deem necessary to insure that the purpose and intent of the particular section(s) at issue will be satisfied. In reviewing a request for a variance, the Board ~~should~~ **shall** consider the following to determine whether practical difficulty exists:

- (1) Whether there are exceptional or extraordinary conditions applying to the property that do not apply to other similar properties;
- (2) Whether the exceptional or extraordinary conditions resulted from the action of the property owner;
- (3) Whether there exists alternative or equivalent methods or materials that would allow the purpose and intent of the particular section(s) at issue to be satisfied;
- (4) Whether strict compliance with the ~~code~~ **ordinance** requirements would be unreasonably burdensome on the property owner;
- (5) Whether strict compliance with the ~~code~~ **ordinance** requirements would cause a financial hardship for the property owner;
- (6) Whether the granting of a variance would result in a substantial detriment to the property; and
- (7) Whether the variance requested in the minimum variance possible that would still allow the purpose and intent of the particular section(s) at issue to be met.

(Code 1977, § 8.613; Ord. No. 90-18, § 1, 9-11-90)

Sec. 14-52. Appeal application fee.

Any person who files an appeal with the ~~building code board of appeals~~ **Building Code Board of Examiners and Appeals** pursuant to section 14-51 shall be obligated to accompany his/ or her appeal with an ~~twenty-five dollar (\$25.00)~~ application fee **established by City Council resolution**. The ~~b~~Board may waive an application fee if it finds same would cause a financial hardship for the applicant.

(Ord. No. 92-17, § 2, 10-20-92)

Secs. 14-53--14-60. Reserved.

DIVISION 3. FIRE SAFETY

Sec. 14-61. Fire safety regulations.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling ~~, multiple or dwelling unit, roominghouse or rooming unit~~ for the purpose of living therein which does not comply with the following requirements:

- (1) Cooking and heating equipment. All cooking and heating equipment, components and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions, and kept functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in accordance with the **manufacturer's installation and maintenance instructions** ~~provisions of the building code, or other laws or ordinances of the city. applicable hereto.~~ Portable cooking equipment employing flame and portable heating equipment employing flame are prohibited, except that unvented fuel-burning room heaters equipped with oxygen depletion sensors and listed in accordance with ANSI Standard Z21.11.2 shall be permitted in single-family, owner-occupied **dwelling** units only.
- (2) Storage of flammable liquids prohibited.
 - a. No dwelling ~~, multiple dwelling, or dwelling unit or rooming unit~~ shall be located within a building containing any establishment handling, dispensing or storing flammable liquids with a flashpoint of one hundred ten (110) degrees Fahrenheit or lower.
 - b. No dwelling ~~, multiple dwelling, or dwelling unit or rooming unit~~ shall handle, dispense, or store flammable liquids with a flashpoint of one hundred ten (110) degrees Fahrenheit or lower.
- (3) Egress. The owner of every existing dwelling shall be responsible for the safety of all persons in or occupying such premises with respect to the adequacy of means of egress therefrom.
 - a. Any existing dwelling not now provided with exitway facilities as herein prescribed for new dwellings and in which the exitways are deemed inadequate for safety by the ~~building official or fire official~~ **Chief Building Official or Fire Official** shall be provided with such additional safe means of egress as shall be ordered by the ~~building official or fire official~~ **Chief Building Official or Fire Official**.
 - b. If new or altered exitway facilities are installed or constructed, they shall comply with all requirements ~~for new dwellings of the Michigan Building Code or Michigan Residential Code.~~
 - c. It shall be unlawful to obstruct or reduce in any manner the clear width of any doorway, hallway, passageway or any other exitway required by this article. All egress doors shall be readily openable from the side from which egress is to be made without the use of a key or special knowledge or effort. **Double cylinder-keyed deadbolt locks** are strictly prohibited.
 - d. ~~Unless otherwise approved by the building official or fire official,~~ **Every sleeping room, unless it has two (2) doors providing separate ways of escape, or has a door leading to the outside, shall have at least one (1) window or one (1) door opening directly to**

the outside to serve as an emergency exit if the normal avenues of escape are blocked, which can be opened from the inside without the use of tools and of such size as required by the ~~city building code~~ **Michigan Building Code or Michigan Residential Code** to serve as an emergency exit if the normal avenues of escape are blocked.

- e. Fire escapes shall be permitted only by special order of the ~~building official~~ **Chief Building Official** in existing buildings when more adequate exitway facilities cannot be provided. Fire escapes shall be constructed in accordance with the ~~state construction code as amended to date~~ **Michigan Building Code**.
- (4) Fire suppression systems. Automatic fire suppression systems shall be provided in **non-fire-rated** storage and workshop areas larger than ~~twenty four (24)~~ **one hundred (100)** square feet in area in multiple-family or mixed use residential ~~properties~~ **structures**.
- (5) Smoke detectors. **Smoke detectors shall be installed in accordance with the Michigan Building Code or the Michigan Residential Code.** ~~All new and existing dwelling units shall be equipped with UL listed and approved smoke detection units located in accordance with 1984 BOCA Basic/National Building Code Section 1716.3.4.~~

(Code 1977, § 8.616; Ord. No. 98-13, § 1, 6-16-98)

Secs. 14-62--14-70. Reserved.

~~DIVISION 4. INTERIOR STANDARDS~~

~~Sec. 14-71. Interior structure.~~

~~Unless otherwise provided, no person shall occupy as owner, occupant, or let to another for occupancy, any dwelling, multiple dwelling, dwelling unit, roominghouse or rooming unit for the purpose of living therein which does not comply with the following requirements:~~

- ~~(1) — Free from dampness. All the interior areas of the dwelling, cellars, basements and crawl spaces shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.~~
- ~~(2) — Structural members. The supporting structural members of every dwelling and multiple dwelling used for human occupancy shall be maintained in a structurally sound manner with no evidence of deterioration that would render them incapable of supporting the imposed load.~~
- ~~(3) — Stairs and railings. All interior stairs shall be maintained in good repair so as to be safe and capable of supporting the load of normal use. Every flight with more than four~~
~~(4) risers shall have a handrail that is firmly fastened and maintained in good condition.~~
- ~~(4) — Bathroom and kitchen floors. The floor surface of all bathrooms, kitchens and water closets shall be constructed of impervious material and maintained so as to permit such floor to be easily kept in a clean and sanitary condition. This subsection shall not be construed to prohibit carpeting placed over a floor impervious to water.~~
- ~~(5) — Sanitation.~~

a. ~~Cleanliness before occupancy. No owner shall permit any vacant dwelling unit, rooming unit, or premises to be occupied by new tenants under lease or tenancy contracted for between the owner and the tenants unless such dwelling unit, rooming unit or premises are clean, sanitary and fit for human occupancy.~~

b. ~~Responsibility. The interior of every dwelling and multiple dwelling used for human habitation shall be maintained in a clean and sanitary condition by the occupant. The owner shall be responsible for maintaining the structure and premises thereof which he occupies and controls.~~

c. ~~Rubbish and garbage. Rubbish and garbage shall be kept inside temporary storage facilities according to the requirements of chapter 12 of this Code. The owner of every dwelling shall supply approved containers with tightly fitting covers for the temporary storage of garbage and rubbish prior to removal.~~

d. ~~Insect and rodent harborage. Buildings used for human habitation shall be kept free from insect and rodent infestation. The owner of every dwelling shall be responsible for the extermination of all insects, rodents and other pests within a dwelling.~~

e. ~~Roominghouse linens. The owner or operator of every roominghouse who supplies bed linens and towels therein shall change the supply of bed linens and towels at least once each week and prior to the letting of the room to any occupancy. The owner shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.~~

f. ~~Interior walls, ceilings and floors. Every interior wall, ceiling and floor shall be kept and maintained in sound condition and in good repair. Walls shall be capable of affording privacy for the occupants. Interior walls, ceilings and trim shall be kept free from defects in painted surfaces. Defective paint is paint on surfaces which is cracking, scaling, chipping, peeling or loose. Defective paint that is suspected of containing lead levels in excess of 0.5 percent shall be treated or removed in accordance with established H.U.D. guidelines.~~

~~(Code 1977, § 8.622)~~

~~Secs. 14-72 - 14-80. Reserved.~~

DIVISION 54. EXTERIOR STANDARDS

Sec. 14-871. Exterior property areas.

Unless otherwise provided, no ~~No~~ person shall occupy as ~~owner-occupant~~, or let to another for occupancy, any dwelling, ~~multiple dwelling~~, **or** dwelling unit, ~~roominghouse or rooming unit~~ for the purpose of living therein which does not comply with the following requirements:

- (1) Sanitation. All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish, **refuse** or garbage, ~~rags or~~ **and** junk.
- (2) Prohibited uses. No horse, cow, calf, swine, sheep, goat, chickens, geese or ducks **or any other livestock** shall be kept in any dwelling, **or accessory structure**, or part thereof, ~~nor shall any such animal be kept on~~

~~the same lot or premises in violation of chapter 17 of this Code.~~ **or on any property.**

- (3) Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon. All cisterns **and septic tanks** must be disconnected and filled with sand.
- (4) ~~Noxious weeds. All exterior property areas shall be kept free from species of weeds or plant growth which are noxious or detrimental to the public health.~~ **Sidewalks and driveways. All sidewalks and driveways shall be maintained in sound condition in accordance with ASTM standards. Private sidewalks and driveways shall be concrete, brick or asphalt.**
- (5) Accessory structures. All accessory structures ~~including, but not necessarily limited to, fences, detached garages, and private sidewalks and driveways~~ shall be maintained in a structurally sound condition and in good repair. **No accessory structure shall be occupied as a dwelling.**
- (6) Temporary structures. No temporary structure shall be occupied as a dwelling **or maintained longer than 30 days.**

(Code 1977, § 8.617; Ord. No. 94-3, § 1, 2-1-94)

Sec. 14-872. Exterior structure **Building Envelope.**

Unless otherwise provided, no person shall occupy as ~~owner-occupant~~, or let to another for occupancy, any dwelling, ~~multiple dwelling~~, or dwelling unit, ~~roominghouse or rooming unit~~ for the purpose of living therein which does not comply with the following requirements:

- (1) Structure. Every foundation, wall and roof shall be reasonably ~~weathertight~~ **weatherproof**, ~~water-tight~~ **waterproof** and rodent-proof, shall be capable of privacy and shall be kept in good repair.
 - a. The foundation elements shall adequately support the building at all points **of the building footprint.**
 - b. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain, dampness or rodents to the interior portions of the walls, or which might provide harborage for insects or other vectors of disease. Exterior walls and wood trim shall be well and sufficiently painted so as to prevent same from deteriorating and becoming havens for rodents, insects and other vectors of disease. Defective paint that is suspected of containing lead levels in excess of ~~five tenths (0.5) percent~~ **allowable limits** shall be treated or removed in accordance with established H.U.D. **and E.P.A.** guidelines.
 - c. The roof **system** shall be ~~structurally sound, tight and have no defects which might admit rain.~~ **free of defects of any kind including, but not limited to, deflection, the admission of moisture, damage to structural members, sheathing, flashings, roof covering, ventilation, and drainage systems.**

- d. Gutters and downspouts shall be provided so as to prevent rainwater from causing dampness in the walls or interior portion of the building **and to prevent ground water from migrating to or entering into the basement walls or foundation.**
- e. ~~Standards for the implementation and enforcement of this subsection shall be developed and promulgated by the chief building inspector. Once promulgated, a copy of these standards shall be maintained in the office of the building inspector and shall be made available for public inspection during normal business hours.~~
- (2) Stairs and porches. Every inside and outside stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected; and shall be kept in sound condition and in good repair. In the case of a flight of stairs with more than four (4) **or more** risers, the building official may require a handrail. Such handrails shall be firmly fastened and shall be maintained in good condition. **stairway shall be equipped with a full length handrail and/or guardrail. Such handrails and guardrails shall be installed in accordance with the Michigan Residential Code or the Michigan Building Code.**
- (3) Openings. Every window, exterior door, and basement hatchway and their frames shall be substantially tight and shall be kept in sound condition and repair so as to be weatherproof and waterproof. **maintained in good repair, operate as designed and intended, and shall be weatherproof, rodent-proof, and waterproof.**
- (4) Chimneys. All chimneys shall be **maintained** in sound condition, free of holes ~~or~~ **and breaks and operate as intended.** ~~They~~ **All chimneys** shall be properly capped and supplied with an appropriate cleanout. The top of the chimney shall be at least two (2) feet above any point on the roof within a ten- **(10)** foot radius of the chimney, **but shall not be less than three (3) feet above the highest point where the chimney passes through the roof.**
- (5) Street numbers. All buildings shall bear distinctive street numbers **at least four (4) inches in height** at or near the front entrance of such building. Numerals existing prior to the effective date of this section may not be less than three (3) inches in height; provided, however, if numerals are replaced or added to a building they shall be at least four (4) inches in height. The owners of all buildings shall cause the correct numbers to be placed thereon. All numbers shall be facing the street, shall be of a contrasting color and in such a position as to be plainly visible from the street. The use of Arabic numerals is required.

(Code 1977, § 8.621)

Secs. 14-873--14-980. Reserved.

DIVISION 5. INTERIOR STANDARDS

Sec. 14-81. Interior structure.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) Free from dampness. All the interior areas of the dwelling, including the cellar, basement and crawl space, shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.**
- (2) Structural members. The supporting structural members of every dwelling or dwelling unit used for human occupancy shall be maintained in a structurally sound manner with no evidence of deterioration that would render them incapable of supporting the imposed load.**
- (3) Stairs and railings. Every stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected and shall be kept in sound condition and in good repair. In the case of stairs with four (4) or more risers, the stairway shall be equipped with a full length handrail and/or guardrail. Such handrails and guardrails shall be installed in accordance with the Michigan Residential Code or the Michigan Building Code.**
- (4) Bathroom and kitchen floors. The floor surface of all bathrooms, kitchens and water closets shall be constructed of impervious material and maintained so as to permit such floor to be easily kept in a clean and sanitary condition. This subsection shall not be construed to prohibit carpeting placed over a floor impervious to water.**
- (5) Sanitation.**
 - a. Cleanliness before occupancy. No owner shall permit any vacant dwelling unit or premises to be inhabited by new occupants unless such dwelling unit or premises are clean, sanitary and fit for human occupancy.**
 - b. Responsibility. The interior of every dwelling and multiple dwelling used for human habitation shall be maintained in a clean and sanitary condition by the occupant. The owner shall be responsible for maintaining the structure and premises thereof which he occupies and controls.**
 - c. No room or area of a dwelling or dwelling unit shall be so cluttered as to prevent access to egress, utilities, or mechanical components of the structure.**
 - d. Rubbish and garbage. Rubbish and garbage shall be kept inside temporary storage facilities according to the requirements of chapter 12 of this Code. The owner of every dwelling shall supply approved containers with tightly fitting**

covers for the temporary storage of garbage and rubbish prior to removal.

- e. **Insect and rodent harborage. Buildings used for human habitation shall be kept free from insect and rodent infestation. The owner of every dwelling shall be responsible for the extermination of all insects, rodents and other pests within a dwelling.**
- f. **Interior cabinetry. Bathroom, kitchen, and kitchenette cabinetry and countertops shall be maintained in a clean and sanitary condition and in good repair.**
- g. **Interior walls, ceilings and floors. Every interior wall, ceiling and floor shall be maintained in sound condition and in good repair. Walls shall be capable of affording privacy for the occupants. Interior walls, ceilings and trim shall be kept free from defects in painted surfaces. Defective paint is paint on surfaces which is cracking, scaling, chipping, peeling or loose. Defective paint that is suspected of containing lead levels in excess of allowable limits shall be treated or removed in accordance with established H.U.D. and E.P.A. guidelines.**

(Code 1977, § 8.622)

DIVISION 6. MINIMUM FACILITIES STANDARDS

Sec. 14-9182. Basic facilities requirements.

Unless otherwise provided, No-no person shall occupy as ~~owner-occupant~~, or let to another for occupancy, any dwelling ~~, multiple dwelling, or dwelling unit, roominghouse or rooming unit~~ for the purpose of living therein which does not comply with the following requirements:

- (1) **Cooking and kitchen facilities.** Except for efficiency apartments, no food shall be prepared in any room used for sleeping purposes. No kitchen or cooking accommodations shall be permitted or maintained in any room or space in any building for the common or joint use of the occupants of more than one (1) dwelling or ~~rooming~~ unit.
- (2) **Sanitary facilities.**
 - a. **Bathroom.** Every dwelling **or dwelling unit** shall contain a room which affords privacy, employing the use of a door and a panic-proof lock set, to a person within such room, and which is equipped with a flush water closet, a lavatory basin, and a bathtub or shower in good working condition and properly connected to a **potable** water and **sanitary** sewage system. The lavatory basin may be located outside such room provided it is adjacent thereto. The lavatory basin and bathtub or shower shall be properly connected with both hot and cold **potable** water lines.

In rooming houses, **boarding houses, lodging houses or tourist houses**, there shall be at least one (1) bathroom for every four (4) **occupant** rooms. ~~All such facilities~~ **Each bathroom** shall be so located ~~within the dwelling as to be accessible from a common hall or passageway to all persons sharing such facilities.~~ **on the same level as the rooms they serve.**

- b. Kitchen sink. Every dwelling unit shall contain a kitchen sink in good working condition, and properly connected to hot and cold **potable** water lines and to an approved **sanitary** sewage system.
 - c. Plumbing fixtures. Plumbing fixtures shall be arranged so as to prevent the wetting of supporting framework. The space beneath such fixtures shall be accessible and shall not be so enclosed as to prevent ventilation sufficient to maintain dry and sanitary conditions. ~~The health official may order plumbing fixtures to be supported by metal brackets and the space beneath left entirely open if the woodwork has become damp and cannot be maintained.~~
- (3) Water connection and water heating facilities. Every kitchen sink, lavatory basin, bathtub or shower, ~~and water closet,~~ **and laundry facility** shall be properly trapped and vented, ~~in accordance with the plumbing code of the city,~~ shall have faucets and fixture fittings, ~~in accordance with the plumbing code of the city,~~ and shall be properly connected to an adequate **potable water system** and public **sanitary** sewer system if available ~~and as determined necessary by the health official.~~ **in accordance with the Michigan Plumbing Code.**
- a. All water distribution piping shall be capable of supplying water at ~~thirty (30)~~ **forty (40)** pounds **minimum** pressure, **eighty (80) pounds maximum pressure, and flow rates (gpm) in accordance with the Michigan Plumbing Code** at every required kitchen sink, lavatory basin, bathtub shower and laundry facility.
 - b. Every dwelling unit shall be supplied with water heating facilities which are installed in an approved manner, properly maintained and properly connected with hot water lines to those fixtures which are required in the above subsection to be supplied with hot water. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub shower and laundry facility or other similar units at a temperature of not less than one hundred twenty (120) degrees Fahrenheit at any time needed.
- (4) Heating facilities. Every dwelling **unit** shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms and bathrooms in every dwelling unit located therein to a temperature of at least seventy (70) degrees Fahrenheit with an outside temperature of ten (10) degrees below zero, and with the measurement being taken three (3)

feet above the floor level **in accordance with the Michigan Mechanical Code.**

(5) **Electrical services system.**

~~a. Single family dwellings.~~

~~a1. Each habitable room shall be provided with a minimum of two (2) duplex receptacles, conveniently located to adequately service~~
supply the electrical fixtures and appliances therein ~~without the use of unsafe wiring methods.~~

~~2b. Kitchen receptacles shall be either individually grounded.~~
Countertop receptacles shall be ~~or~~ protected by a ground fault circuit interrupter.

~~3c. The~~**Each** bathroom shall be provided with at least one (1) **duplex receptacle located within three (3) feet of the sink and shall be protected by a ground fault circuit interrupter.** ~~receptacle, near the medicine cabinet or mirror. All outside receptacles must be protected by ground fault devices.~~

~~4d. A separate circuit shall be provided to a duplex receptacle, located adjacent to the laundry equipment.~~**A dedicated circuit shall be provided for the laundry appliances. The laundry area shall be provided with at least one (1) duplex receptacle located adjacent to the laundry appliances and shall be protected by a ground fault circuit interrupter.**

~~5e. A separate~~**dedicated** circuit shall be provided for the furnace, with a ~~cutoff switch mounted near the basement stairs.~~**disconnect located within sight of the furnace.**

f. All outside receptacles shall be protected by a ground fault circuit interrupter.

~~6g. Three-way switching shall be provided for all stairways between all habitable floors.~~**with more than six (6) stairs.**

~~7h. Each habitable room shall be provided with a ceiling or sidewall lighting fixture controlled by a standard single pole lighting switch inside of the entrance door except that:~~**Every room or space including, but not limited to, habitable rooms, hallways, stairways, bathrooms, kitchens, laundry rooms, garages, utility rooms, basements, cellars, crawlspaces, work rooms, or storage rooms shall be provided with ceiling lighting controlled by a switch at the entryway except that:**

1i. A habitable room may be provided with ~~either~~ a switched receptacle or a duplex receptacle **located** within six (6) feet of the entrance doorway, ~~at owner's option.~~

2ii. ~~Enclosed rooms or areas into which one may walk, such as toilet rooms, utility rooms, the furnace room, etc., shall each be provided with at least one (1) lighting fixture or lampholder and switched near the door or doorway.~~**The light provided for the laundry equipment area may be connected to the dedicated laundry circuit.**

- 3iii. **An attic that is accessible by stairs shall be provided with at least one (1) light outlet switched near the entryway.**~~One (1) basement light shall be provided to adequately light the stairway and shall be switched at the head of the stairs. Additional basement lights may also be controlled by this switch.~~
- 4iv. **Each main entrance shall be provided with a suitable lighting fixture outside of the door and a switch convenient to the door. Each enclosed porch shall be provided with a suitable lighting fixture outside the door.** ~~A light shall be provided above the laundry equipment area. This light may consist of a box-mounted lampholder with pull-chain switch. This light may be connected to the laundry circuit.~~
- 5v. **All garages shall be provided with at least one (1) inside lighting fixture, a ground fault circuit interrupter protected outlet, and a switched lighting fixture outside the service door. If the exterior of the service door is adequately illuminated by other lighting, a lighting fixture outside of the service door is not required.**~~Light outlets for the second floor stairs and attic stairs shall be located so as to adequately light the stairway.~~
- vi. ~~An attic that is accessible by stairs shall be provided with at least one (1) switched light outlet which may be located to light both attic and stairway.~~
- vii. ~~Each main entrance shall be provided with a suitable exterior lighting fixture outside of the door and a switch convenient to the door.~~
- viii. ~~A garage that is attached to the house shall be provided with at least one (1) lighting fixture, and at the owner's option, three-way switched at the walk door and driveway door. A separated garage shall be provided with at least one (1) inside lighting fixture and at owner's option an exterior lighting fixture that may serve to illuminate the yard and the house entrance. These lights may be three-way switched at the house and garage, at the option of the owner.~~
- 98. ~~If, after (5)a.1., 2., 3., 4., 5., 6. and 7. are complied with, the calculated initial load in a single-family residence is less than ten (10) KW, at least a sixty (60) ampere dead front service panel, supplied by conductors having a minimum of fifty five (55) amperes capacity shall be provided. In the event the existing service panel complies but has insufficient branch circuits, an auxiliary panel with sufficient S-Type fusible branch circuits may~~

~~be connected to the service panel. The electrical service must have an ampacity of not less than the load served.~~

~~910. If the calculated load of the residence, after (5)a.1., 2., 3., 4., 5., 6. and 7. are complied with, is ten (10) KW or more and a new service panel is required, a one hundred ampere minimum, dead front, S-Type fusible, or circuitbreaker panel having sufficient branch circuits to provide at least two (2) spare circuits, (not counting the two (2) pole sections), shall be installed. Existing electrical services that do not comply with subsection 9 above shall be upgraded in accordance with the Michigan Residential Code or Michigan Building Code.~~

11. The following requirements are in addition to the requirements of subsections 5(a)(1) through and including subsection 10 for two-family and multiple-family dwellings:

- a. Each dwelling unit shall be provided with a separate service.**
- b. Each occupant shall be provided access to his or her respective service disconnecting means and over-current protection devices.**
- c. Common areas shall be provided with a separate service.**

~~120. Evidence of inadequate or unsafe power, heat and lighting wiring in an existing dwelling shall be include, but is not limited to, any of the following:~~

- ~~ia. The excessive use of extension cords in lieu of permanent wiring.~~
- ~~ib. Oversized or shorted out fuses or circuit breakers.~~
- ~~ic. Improper extensions to the wiring system to provide heat, power or lighting.~~
- ~~id. Overloading of service or branch circuits.~~
- ~~ie. Misuse of electrical materials and equipment.~~
- ~~if. Insufficient receptacles in some a rooms or areas.~~
- ~~iiig. No Lack of operable lighting fixtures in toilet rooms, bathrooms, laundry areas, furnace room, halls, stairways or outside of entrances as required in subsection 8.~~
- ~~viii. Nonswitched lights or receptacles in habitable rooms.~~

~~b. Duplex or multiple family dwellings. Supplementing the requirements for a single dwelling occupancy, subsections (5)a.1. through 10. inclusive, the following shall be complied with in a duplex or multiple family dwelling:~~

- ~~1. Each occupancy shall be provided with a separate service.~~
- ~~2. At the option of the owner, a duplex or multiple family dwelling may be provided with a single service.~~

13. Every non-conforming structure or use is permitted to remain or continue, provided, that:

- a. **The structure or use complies with all applicable provisions of the zoning ordinance.**
- b. **The structure has not been vacant for more than 180 days.**
- c. **Repairs to a structure do not increase the non-conformity of the structure or use.**
- d. **Repairs of any part of a structure or system does not alter the existing design or installation of the structure or system being repaired.**

(Code 1977, § 8.618; Ord. No. 94-16, § 1, 11-30-94)

Secs. 14-92--14-100. Reserved.

DIVISION 7. MINIMUM STANDARDS FOR LIGHT AND VENTILATION

Sec. 14-101. Minimum requirements.

Unless otherwise provided, no person shall occupy as ~~owner-occupant~~, or let to another for occupancy, any dwelling, ~~multiple dwelling~~, or dwelling unit, ~~roominghouse~~, or ~~rooming unit~~ for the purpose of living therein which does not comply with the following requirements:

- (1) **Windows.** Every habitable room **and bathroom** shall have at least one (1) window or skylight of ~~approved size~~ facing directly to the outdoors or to a court. The minimum total window area measured between stops for every habitable room shall be **at least eight (8) percent of the superficial total floor area of such room. All windows shall be fully operational and the sashes shall be capable of remaining open with approved sash control devices. In the case of kitchens and kitchenettes, the window space requirement may be reduced or This requirement is waived if the room is provided there is with** adequate artificial lighting. ~~A room which cannot be made to comply with the above provisions may be occupied according to the judgment of the health official or building official.~~
- (2) **Ventilation.** Every habitable room **and bathroom** shall have at least one (1) window ~~which~~ **that** can be easily opened ~~or such other device as~~ **and** will adequately ventilate the room. The total openable window area in every habitable room shall be ~~equal to at least fifty (50)~~ **at least four (4) percent of the minimum window area size as required in subsection (1) of this section of the total floor area of such room.** This requirement is waived if the room is provided with adequate mechanical ventilation.
- (3) ~~Light and ventilation in bathroom and water closet compartment. Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms as stated in subsections (1) and (2) of this section, except that no window or skylight shall be required in bathrooms or water closet compartments equipped with an approved ventilation system.~~ **Egress window. Any room that may be used for sleeping purposes shall be supplied with an egress window in**

compliance with the Michigan Residential Code or Michigan Building Code.

- (4) Light and ventilation in public halls and stairways. Every public hall and stairway ~~in every multiple-serving dwellings, excluding one- and two-family dwellings and townhouses,~~ shall be adequately lighted at all times, and shall be provided with as much ventilation to the outer air as ~~may be deemed practicable by the health official or building official. Such light and ventilation may be provided by mechanical means approved by the health official or building official.~~ **required by the Michigan Building Code. This language shall not be construed to exempt one- and two-family dwelling units and townhouses from the requirements of the Michigan Residential Code.**
- (5) **Storm-screen units. The owner of a dwelling shall be responsible for all storm-screen units.**
- a. **Doors. Every uninsulated door opening directly from any dwelling or dwelling unit to the outdoors that may be used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated door shall be provided with a screen only. Every hinged screen or storm-screen door in a dwelling or dwelling unit shall have a self-closing device in good working condition.**
- b. **Windows. Every uninsulated window opening directly from any dwelling or dwelling unit to the outdoors that may be used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated window shall be provided with a screen only. Each basement or cellar window, when open for ventilation, shall be screened and every other opening to a basement which might provide an entry for rats or other vermin shall be supplied with a screen or other device as to effectively prevent their entrance.**

~~Light in nonhabitable work space. Every laundry, furnace room and all similar nonhabitable work spaces located in a dwelling or multiple dwelling shall have one (1) electric light fixture available at all times.~~

- ~~(6) Storm screen units. Every door opening directly from any dwelling or multiple dwelling to the outdoors and every window or other outside opening that may be used for ventilation purposes, shall be supplied with a combination storm-screen unit or interchangeable storms and screens. Every swinging screen door in a dwelling or multiple dwelling shall have a self-closing device in good working condition. Each basement or cellar window, when open for ventilation shall be screened, and every other opening to a basement which might provide an entry for rats or other vermin shall be supplied with a screen or other device as will effectively prevent their entrance. The owner of a dwelling or multiple dwelling shall be responsible for all storm-screen units.~~

(Code 1977, § 8.619)

Secs. 14-102--14-110. Reserved.

DIVISION 8. MINIMUM SPACE REQUIREMENTS

Sec. 14-111. Occupancy requirements.

Unless otherwise provided, no person shall occupy as ~~owner-occupant~~, or let to another for occupancy, any dwelling, ~~multiple dwelling~~, or dwelling unit, ~~roominghouse~~, or ~~rooming unit~~ for the purpose of living therein which does not comply with the following requirements:

- (1) **Minimum living space room widths.** Every ~~A~~ habitable room, **other than a kitchen**, shall ~~not be have a minimum dimension of not less than seven (7) feet in any plan dimension. and a minimum of seventy (70) square feet between enclosing walls and partitions, exclusive of closet and storage spaces. Kitchenettes and dinettes may have a minimum area of fifty (50) square feet and a minimum dimension of less than seven (7) feet.~~ **Kitchens shall have a clear passageway of not less than three (3) feet between counterfronts and appliances, or counterfronts and walls.**
- (2) **Minimum ceiling heights.** In all existing habitable spaces, hallways, laundry areas, bathrooms, toilet rooms, and habitable basement areas shall have a clear ceiling height of not less than six (6) feet six (6) inches. Exceptions:
 - a. **In one- and two-family dwellings, beams or girders spaced not less than four (4) feet on center and projecting not more than six (6) inches below the required ceiling height.**
 - b. **Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study, or recreation purposes, having a ceiling height of not less than six (6) feet six (6) inches with not less than six (6) feet four (4) inches of clear height under beams, girders, ducts, and similar obstructions.**
 - c. **Rooms occupied exclusively for sleeping, study, or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least six (6) feet six (6) inches over not less than one-third (1/3) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5) feet or more shall be included.**
- (3) **Bedroom and living room requirements.** Every bedroom and living room shall comply with the requirements of (a) through (c) below.
 - a. **Room area.** Every living room shall contain at least one hundred twenty (120) square feet, and every bedroom shall contain at least seventy (70) square feet.
 - b. **Access from bedrooms.** Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable

spaces. **Exception: units that contain fewer than two (2) bedrooms.**

- c. **Water closet accessibility. Every bedroom shall have access to at least one (1) water closet and one (1) lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom, or an adjacent story.**
- (4) **Prohibited occupancy. Kitchens, kitchenettes, and non-habitable spaces shall not be used for sleeping purposes.**
- (25) ~~Minimum sleeping space. In every dwelling unit, of two (2) or more rooms, every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor space. Every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor space for each occupant, thereof, provided however, that at least forty (40) square feet of floor space shall be provided for each occupant twelve (12) years of age or under. In a roominghouse, every room occupied for sleeping purposes shall conform to the above requirements.~~
- (3) ~~Ceiling height. At least one-half of the floor area of every habitable room (except basement rooms) shall have a ceiling height of at least six (6) feet six (6) inches; and the floor area of that part of any room where the ceiling is less than five (5) feet shall not be considered as part of the total floor area in determining the maximum permissible occupancy thereof. No basement shall be used as a habitable room unless it shall have a ceiling height of at least six (6) feet six (6) inches in all portions of such room considered as part of the floor area in computing the total floor area of the room and the maximum permissible occupancy thereof.~~
- (46) **Fire separation walls. In duplex two-family and multiple-family residential structures, and mixed-use structures, each dwelling unit shall be completely separated from the adjacent dwelling unit by fire separation walls and floor/ceiling assemblies of not less than one-hour fire resistance rated construction in accordance with the Michigan Building Code or Michigan residential code. In mixed-use occupancies, the fire separation rating between residential and non-residential uses shall be in accordance with the Michigan Building Code. Attached garages in all dwellings shall be completely separated from the adjacent dwelling by fire separation walls and floor/ceiling assemblies in accordance with the Michigan Building Code or Michigan Residential Code.**
- (5) ~~Location of rooms. No dwelling or dwelling unit containing two (2) or more sleeping rooms shall be arranged such that access to a bathroom or water closet intended for use by occupants of more than one (1) sleeping room can be had only by going through another sleeping room, bathroom or water closet. In those single family dwellings in which no lodgers are occupants the requirement concerning access through the first sleeping room is waived.~~

- (67) Lodgers prohibited. The ~~police chief or building official~~ **Chief Building Official** may ~~prohibit in any multiple dwelling the letting of lodgings therein by any of the tenants occupying such multiple dwelling, and may prescribe conditions under which lodgers or boarders may be taken~~ **permitted** in ~~multiple dwellings~~. It shall be the duty of the owner to see that the requirements of the ~~health official or building official~~ **Chief Building Official** are ~~at all times~~ complied with **at all times**. ~~and a~~ A failure to so comply on the part of any ~~tenant~~ **occupant**, after due and proper notice from the owner ~~or from the chief of police or building official~~ shall be deemed sufficient cause for the summary eviction of such ~~tenant~~ **occupant** and the cancellation of his ~~or her~~ lease. **A failure to so comply on the part of any occupant after due and proper notice from the Chief Building Official shall be deemed sufficient cause to order the property vacated.** The provisions of this section may be extended to ~~private dwellings and two-family~~ **owner-occupied** dwellings, as may be found necessary by the ~~health official or building official~~ **Chief Building Official**.
- (78) Thermal environment. Every nonhabitable attic space shall be insulated with an NFPA rated insulation material to a minimum value of R-13 or above so as to provide minimum thermal protection.

(Code 1977, § 8.620)

Secs. 14-112--14-120. Reserved.

ARTICLE III. HOUSING COMMISSION

Sec. 14-121. Continuation.

The Jackson Housing Commission heretofore created pursuant to Act No. 18 of the Public Acts of Michigan of 1933, Extra Session (MCL 125.651 et seq., MSA 5.3011 et seq.), as amended, is hereby continued.

(Code 1977, § 1.203(1))

Sec. 14-122. Membership.

The members of the housing commission shall be appointed in conformity with a resolution adopted by the city council in accordance with Section 4 of Michigan Public Act 18 of 1933 (Ex. Session) as last amended.

(Code 1977, § 1.203(2); Ord. No. 2000.1, § 1, 1-11-00)

Sec. 14-123. Powers and duties.

The housing commission shall have all the powers and duties vested or permitted to be vested in housing commissions by Act No. 18 of the Public Acts of Michigan of 1933, Extra Session (MCL 125.651 et seq., MSA 5.3011 et seq.), as amended, and any laws

which are supplemental thereof, it being the legislative intention to vest in the housing commission all powers and duties permitted by law.
(Code 1977, § 1.203(3))

Sec. 14-124. Employees.

The housing commission shall select and appoint such employees as it shall deem necessary for the proper exercise of its powers, functions and duties and shall pay them such compensation as it shall, with the approval of the mayor, fix and determine.
(Code 1977, § 1.203(4))

Secs. 14-125--14-130. Reserved.

ARTICLE IV. FAIR HOUSING

Sec. 14-131. Definitions.

- (a) The terms used to classify groups protected by the provisions of this article shall have the same meaning as used in Act No. 453 of the Public Acts of Michigan of 1976 (MCL 37.2101 et seq., MSA 3.548(101) et seq.), as amended (Elliot-Larsen Civil Rights Act).
- (b) The term "source of income" means only lawful sources from which income is derived. When used in this article this term shall not be deemed to preclude a good faith business decision by an owner, lessee or sublessee of real property that an individual be denied access to housing due to his inability to meet the financial burdens attendant to the purchase, lease or sublease of such housing accommodation.
- (c) The term "respondent" means the person alleged to have violated this article. It shall refer also to the person authorized to answer the complaint if that person is not the alleged violator.

(Code 1977, § 9.155)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 14-132. Discrimination in sale, lease or rental prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property, or any agent or representative thereof, to refuse to sell, exchange, rent or lease any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, age, sex, ~~marital~~ **familial** status, handicap (**disability**) or source of income.

(Code 1977, § 9.150)

Sec. 14-133. Discrimination in lending prohibited.

It shall be unlawful for any person to discriminate in the lending of money, guaranteeing of loans, accepting of mortgages or otherwise making available funds for the purchase,

acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, age, sex, ~~marital~~**familial** status, handicap (**disability**) or source of income.

(Code 1977, § 9.151)

Sec. 14-134. Discrimination by real estate broker or employee prohibited.

It shall be unlawful for any real estate broker, or employee of a real estate broker, to refuse to accept offers to purchase, offers to lease or any other proposed agreements with reference to the sale, exchange or lease of real property because of an individual's religion, race, color, national origin, age, sex, ~~marital~~**familial** status, handicap (**disability**) or source of income.

(Code 1977, § 9.152)

Sec. 14-135. Discrimination in terms and privileges prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property or any other person concerned with a real estate transaction to discriminate against an individual involved in such transaction because of that individual's religion, race, color, national origin, age, sex, ~~marital~~**familial** status, handicap (**disability**) or source of income.

(Code 1977, § 9.153)

Sec. 14-136. Publication indicating certain preferences prohibited.

It shall be unlawful for any person to publish, circulate, issue, display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement or sign relating to the sale, rental or lease of real property within the city indicating exclusion of or preference for any person or group of persons based upon religion, race, color, national origin, age, sex, ~~marital~~**familial** status, handicap (**disability**) or source of income.

(Code 1977, § 9.154)

Sec. 14-137. False or substantially misleading statements prohibited.

It shall be unlawful for any person to knowingly or intentionally present a false or substantially misleading statement to authorities charged with enforcement of this article, or to sign a complaint for violation of this article, knowing that it is based upon false or substantially misleading information.

(Code 1977, § 9.156)

Sec. 14-138. Exclusions.

This article shall not apply to the:

- (1) Rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently

- of each other, if the owner or lessor or a member of his family resides in one (1) of the housing accommodations.
- (2) Rental of a room in a single-family dwelling by the owner or lessor if he or a member of his family resides therein.
 - (3) Rental of a housing accommodation for a period of time not to exceed twelve (12) months by the owner or lessor where it was occupied and maintained as his home for at least three (3) months immediately prior to occupancy by the tenant and is temporarily vacated while being maintained as a legal residence.
 - (4) Restriction by a religious organization or institution of facilities for housing or accommodation, to persons of the denomination involved.
 - (5) Limitation of occupancy in a federally funded housing project or to the provision of federally funded public accommodations, assistance, or services to persons of low income, over fifty (50) years of age, or who are handicapped.
 - (6) Limitation by an educational institution of the use of its facilities to those affiliated with such institution.
 - (7) Practice by the owner of an owner-occupied one- or two-family dwelling, housing accommodations, or public accommodation devoted entirely to the housing and accommodation of individuals of one (1) sex, to restrict occupancy and use of the facility on the basis of an individual's sex.

(Code 1977, § 9.157)

Sec. 14-139. Rules.

The city attorney is hereby authorized to promulgate any rules and forms deemed necessary to implement the provisions of this article.

(Code 1977, § 9.158)

Sec. 14-140. Penalties.

Any person violating any of the provisions of this article may, upon conviction thereof, be sentenced to pay a fine of not more than five hundred dollars (\$500.00) or be imprisoned for not more than ninety (90) days or both.

(Code 1977, § 9.159)

Secs. 14-141--14-150. Reserved.

ARTICLE V. NON-RESIDENTIAL BUILDINGS

DIVISION 1. IN GENERAL

Sec. 14-151. Findings and determination of necessity.

The eCity eCouncil finds that there are many non-residential buildings in the city which are poorly maintained ~~and~~ or neglected by their owners. These buildings adversely affect

citizens who own or occupy nearby buildings and dwellings by lowering property values and rental values. Many of these poorly maintained and neglected buildings have become so dilapidated that occupancy is no longer economically feasible. This increases the incidence of vandalism and fire. The eCity eCouncil finds that the elimination and prevention of these conditions is necessary and is in the best interest of the city and its citizens.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-152. Purpose.

The purpose of this article is to maintain, preserve and improve the stock of non-residential buildings in the city. To accomplish this, this article sets out minimum standards for the exterior maintenance of all non-residential buildings. In carrying out this purpose, it is the intention of the eCity eCouncil to exercise its full powers to protect the public health, safety and welfare, whether the powers so exercised are derived from the Constitution, state law or the City Charter.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-153. Interpretations.

All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-154. General term usage.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

- (1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.
- (2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.
- (3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.
- (4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-155. Definitions.

[The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Basic structural elements means the parts of a building which provide the principal strength, stability, integrity, shape and safety of the building, including, but not limited to plates, studs, joists, rafters, stringers, stairs, sub-flooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other essential components.

Building means any structure upon a property, presently or formerly used or intended to be used in whole or in part for the purpose of commerce, trade, manufacture, business, government, worship, education, office, medical, storage or other non-residential purpose.

City means the municipal corporation that is the City of Jackson and includes all authorized agents of the City of Jackson, when acting within the scope of their authority.

Court means a court of competent jurisdiction.

Deteriorate means to decay, decompose or degenerate.

Deterioration or deteriorated means the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making an object or mechanism unsafe, unsanitary, inoperable, unusable or unsuitable for its intended use, including, but not limited to the advanced stage of rot, rust, mold, vermin ingestion, infestation or destruction.

Emergency means a condition of imminent danger calling for immediate action in order to avoid death, injury or illness to a human or the destruction or severe damaging of real or personal property.

Garbage means any spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition, including trash to which such material has adhered.

Good repair means to be properly installed, stable and maintained sufficiently free of defects or deterioration so as to be functional for its present use and to be safe and sanitary.

Good workmanship means **executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing identical material, and finished to a completed state. Alternative methods and materials must be approved by the Chief Building Official or his or her designee.** ~~completing a task of construction, repair or replacement to industry standards, using like materials, so that the result is free of defects, operates as intended and creates no unsafe conditions.~~

Non-residential means any structure or portion of a structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling, home, residing place, living space or sleeping space for one (1) or more human beings, either permanently or transiently.

Owner or ownership means any person holding legal or equitable title to a property or to real improvements upon a property, solely, jointly, by the entirety, in common, or as land contract vendee. Owner shall also mean any person who in fact has been empowered to act on behalf of, or as the agent of the owner. Owner shall also mean a person who has or exercises care, custody, dominion or control over any property. Owner shall not include any person who is a tenant.

Person means a human individual, as an association of individuals, a public, private or not-for-profit corporation, a firm or partnership.

Premises means property.

Property means any lot or parcel of land inclusive of any building or improvements located thereon.

Regular mail means that class of mail designed by the U.S. Postal Service as "first class" mail. Regular mail shall also include post cards and postal cards.

Responsible person means an owner or a person or persons designated in this article as being responsible for meeting the standards of this article.

Sanitary means free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacteria unsafe to humans or animals, or which produces strong odors or which provides for, or is an available source of food for, animals or insects.

Structure means anything constructed or placed upon a property which is supported by the ground or which is supported by any other structure, except a currently licensed vehicle.

Trash means waste materials and items which are not in good repair or are discarded and which are of little or no value, including, but not limited to plaster, paper, wrappings, plant cuttings, household furnishings, building materials, packing and clothing, appliances, equipment, machinery or parts thereof.

Unsafe means a condition which is reasonably likely to do harm to humans or property if not corrected or stopped.

Vermin means rodents, birds and insects which are destructive of real or personal property or injurious to health.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-156. Applicability.

The provisions of this article shall apply to any person owning, occupying, managing or controlling any non-residential building in the city as identified by this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Secs. 14-157--14-200. Reserved.

DIVISION 2. PROPERTY MAINTENANCE STANDARDS

Sec. 14-201. Property maintenance required.

All buildings, regulated by this article, whether occupied or unoccupied and all property on which the buildings are located shall meet or exceed the standards of this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-202. Structural integrity.

Basic structural elements, foundations, foundation walls and supporting columns shall be in good repair.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-203. Exterior surfaces.

All exterior finish surfaces shall be ~~weather tight~~ **weatherproof** and in good repair and shall not have any holes, cracks or deterioration which allow water or vermin to reach any basic structural element or to enter the interior of any building.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-204. Protection of exterior surfaces.

All exterior surfaces of a building or structure made of iron, wood, steel, masonry or other materials which may deteriorate from exposure to weather shall be protected from the weather by a properly applied weather-resistant paint, stain or other waterproof finish. Primers shall be properly covered with a water-resistant finish coating.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-205. Exterior windows and doors.

All exterior windows and doors shall be ~~weather tight~~ **weatherproof** and in good repair, or shall be secured against weather by boarding ~~painted a color matching that of the adjacent exterior siding.~~ **If required, the boarding shall be one-half (1/2) inch CDX plywood cut to fit the window or door casing, painted to match the exterior, and secured with a minimum of one and one-quarter (1.25) inch galvanized screws located at the corners and spaced every seven (7) inches around the perimeter of the boarding.**

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-206. Exterior attachments.

Exterior attachments to basic structural elements, including but not limited to gutters, downspouts, screening, vents, antennae, tanks, awnings, canopies, marquees, signs, lighting fixtures, handrails, guardrails and utility connections shall be in good repair, and shall comply with all other provisions of the Jackson City Code.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-207. Accessory improvements.

All accessory improvements located on a property, including but not limited to walkways, driveways, parking areas, storm drains, parking bumpers, steps, handrails, guardrails, signs, lighting fixtures, poles, fences, walls, tanks and antennae shall be in good repair **and shall comply with all other provisions of the Jackson City Code.**

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-208. Outdoor storage.

Outdoor storage of materials of value shall not be permitted to be located between the street and the building **and** not closer than three (3) feet to any side or rear lot line. Materials of value shall be stored in a safe and sanitary manner, shall not be scattered about and shall not have openings nor be stacked in a manner which may provide harborage for vermin.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-209. Trees and shrubs.

No tree or shrub shall be allowed to damage a building or block safe vision or access to a sidewalk, drive or street. No dead tree shall be permitted on any property regulated by this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-210. Health and sanitation.

All exterior areas shall be sanitary and free of trash and garbage.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-211. Tenant responsibility for maintenance.

A tenant shall be responsible for maintaining the health, sanitation and storage standards of this division on that portion of the premises controlled exclusively by the tenant.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-212. Owner responsibility for maintenance.

The owner of a building shall be responsible for complying with the maintenance standards set forth in this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-213. Good workmanship.

Additions, replacements, repairs or changes made to buildings, accessory buildings, appurtenances or facilities regulated by this article shall be made with good workmanship.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-214. Exterior security lighting.

An exterior light fixture in good repair shall be provided adjacent to each entryway and exit located at the side or rear of a building having electrical service. Such light fixture shall illuminate between dusk to dawn daily.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-215. Street address visible.

Street addresses ~~, as required and regulated by the City Code~~ shall also be provided for any building regulated by this article so as to identify the building from an adjacent public **street or alleyway and in accordance with the Jackson City Code.**

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-216. Vacant building identification.

An identification sign in good repair and visible from the street shall be affixed to a vacant unoccupied building regulated by this article. Such sign shall provide the name and phone number of the property owner or other responsible person to be contacted regarding maintenance or an emergency.

(Ord. No. 2001.8, § 1, 4-10-01)

Secs. 14-217--14-300. Reserved.

DIVISION 3. ENFORCEMENT PROCEDURES

Sec. 14-301. Inspections authorized.

The standards of this article ~~are to be enforced by inspections~~ **shall be applied to all non-residential buildings including, but not limited to, of buildings primary structures, accessory structures, and yards, with particular priority for abandoned buildings, unsafe buildings, and buildings with advanced deterioration.**

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-302. Applicability.

The provisions of this article shall apply to all non-residential buildings **and properties** located within the City of Jackson.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-303. Enforcement process.

In enforcement of the standards of this article, the city shall utilize the methods and procedures established in sections 14-41, et seq. of the Jackson City Code, and all rules, regulations, policies and procedures adopted pursuant thereto.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-304. Fees.

~~The inspection fees and procedures established in section 14-43 of the Jackson City Code shall be applicable to all buildings regulated by this article. Unpaid fees shall be a personal debt to the city which may be assessed as a lien against the inspected property, as provided in section 14-43 (c) of the Jackson City Code.~~ **shall be adopted by resolution of the City Council and collected pursuant to Section 14-43 of this chapter. All revenues raised shall be placed in a Housing Code Enforcement Fund. No part of the funds held in the Housing Code Enforcement Fund may be transferred to the general operating fund for any purpose.**

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-305. Inspection entry authorized.

When an emergency is believed to exist within a building or accessory building, the city shall have the right to enter immediately and at any time without a warrant or without requesting permission. Entry must be for the sole purpose of determining that an emergency exists or to abate an emergency condition known to exist.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-306. Change in ownership.

The prohibitions of section 14-45.1 of this Code shall be applicable to owners or responsible persons of properties regulated by this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-307. Removal of posted sign or notices.

It shall be a violation of this article to remove, damage, deface, interfere with, move or conceal any notice or sign posted in accordance with the provision of this article without first obtaining **written** permission of the ~~city~~ **Chief Building Official**.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-308. Penalties.

(a) — Conviction for violation of any provision of this article is a blight violation punishable as provided in Chapter 2.5 of this Code.

(b) — Each day of violation of a provision of this article relating to the physical condition of any nonresidential building is a separate violation.

(Ord. No. 2001.8, § 1, 4-10-01; Ord. No. 2004.23, § 1, 11-9-04)

Editor's note: Section 2 of Ord. No. 2004.23 states: This amendment does not effect any existing litigation and does not abate any action or proceeding pending under or by virtue of this ordinance as it existed before this amendment if such litigation or proceeding was filed before December 31, 2004.

Sec. 14-309. Procedure for filing an appeal.

Any person wishing to make an appeal must fill out an appeal form setting forth the order of ruling being appealed. The appellant must file the form with the ~~city at the City of Jackson Building Inspection Division of the~~ Department of Community Development.

The city will send a notice to the appellant regarding the date the appeal will be heard by the ~~Building Code Board of~~ **Building Code Board of** Examiners and ~~Appeals~~ **Appeals**. Notice of the hearing date will be by regular mail sent to the address stated on the appeal. The standards, procedures and criteria promulgated in section 14-51 of this Code shall be applicable to appeals heard pursuant to this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-310. Appeal fee.

An appeal fee established by ~~section 14-52 of this Code~~ **City Council resolution** shall be submitted with any appeal filed pursuant to this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-311. Conflict with existing ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-312. Savings provision.

The invalidity of any section, clause, or provision in this article shall not affect the validity of any other part of this article which may be given effect without reliance upon any such invalid part or parts.

(Ord. No. 2001.8, § 1, 4-10-01)

Section 2. Effective Date.

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

Chapter 14 HOUSING*

*Cross references: Buildings and building regulations, Ch. 5; community development, Ch. 8; fire prevention and protection, Ch. 10; garbage and rubbish, Ch. 12; human relations, Ch. 15.

Art. I. Non-Owner Occupied Residential Property Registry §§ 14-1--14-25

Art. II. Minimum Housing Standards, §§ 14-26--14-120

Div. 1. Generally, §§ 14-26--14-40

Div. 2. Enforcement, §§ 14-41--14-60

Div. 3. Fire Safety, §§ 14-61--14-70

Div. 4. Exterior Standards, §§ 14-71--14-80

Div. 5. Interior Standards, §§ 14-81--14-90

Div. 6. Minimum Standards for Light and Ventilation, §§ 14-101--14-110

Div. 7. Minimum Space Requirements, §§ 14-111--14-120

Art. III. Housing Commission, §§ 14-121--14-130

Art. IV. Fair Housing, §§ 14-131--14-150

Art. V. Non-Residential Buildings, §§ 14-151--14-312

Div. 1. In General, §§ 14-151--14-200

Div. 2. Property Maintenance Standards, §§ 14-201--14-300

Div. 3. Enforcement Procedures, §§ 14-301--14-312

ORDINANCE NO. 2011-_____

An ordinance adding Article I – Non-Owner Occupied Residential Property Registry to Chapter 14 of the Code of Ordinances, City of Jackson, Michigan to provide a registry of residential dwellings and units that are non-owner occupied, to require that the non-owner occupied residential dwellings or units meet the requirements of the Housing Code, and to require the property owner to designate a local responsible agent to accept notices for and grant access to non-owner occupied residential dwellings and units; to eliminate obsolete sections of Chapter 14, to update sections of Chapter 14 so that the sections are in harmony with the current plumbing, building, mechanical, and electrical codes, to revise fee schedules contained in Chapter 14 to more closely approximate the current costs of the conduct of inspections, and to eliminate redundancy with other City of Jackson Ordinances.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Chapter 14 of the Code of the City of Jackson be, and the same hereby is , amended to read as follows:

ARTICLE I – NON-OWNER OCCUPIED RESIDENTIAL PROPERTY REGISTRY

Section 14-1. Title.

This article shall be known as the “Non-owner Occupied Residential Property Registry.”

Section 14-2. Findings and purpose.

The City Council finds that there are non-owner occupied residential dwellings or units in the City that have become unsafe, unsanitary and unsecure due to deterioration. The City Council finds that it is in the best interests of the health, safety and welfare of the City and its residents to require that all non-owner occupied residential dwellings or units be registered and inspected to ensure safe, secure and sanitary living conditions for those residing in non-owner occupied residential dwellings or units. The City Council also finds that by requiring property registration of all non-owner occupied residential dwellings or units in the City, the continuing maintenance of safe and quality non-owner occupied residential dwellings and units will be maintained and property values will be enhanced. The City Council also finds that requiring designation of a responsible local agent will ensure timely notice under the law to the property owner and assist code enforcement inspectors in their duties to inspect non-owner occupied dwellings or units.

Section 14-3 Definitions.

Unless the context indicates otherwise, the following words used in this article shall have these meanings:

Owner is used as the term is defined in Section 14-26 of this Code.

Non-owner occupied residential dwelling or unit means any residential dwelling or unit intended to be used as habitable space in which the owner of the dwelling or unit does not reside, or where individuals other than or in addition to the owner reside, whether pursuant to an oral or written lease or for other valuable consideration including, but not limited to, cash, barter of goods and services, and imputed rent. This does not include relatives that reside with the owner in the same unit. This term also refers to any residential dwelling or unit that has been unoccupied by the owner or by a person with the consent of the owner for a period of more than thirty (30) days.

Responsible Local Agent means a representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

- (1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, and any notice received by the responsible local agent shall be deemed to have been received by the property owner; and
- (2) Be responsible for providing access to the non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of the City of Jackson Code of Ordinances.

Section 14-4 Property registration required.

No person shall rent, lease, offer for rent or lease, or allow another person to occupy any non-owner occupied residential dwelling or unit without a property registration issued by the City. Upon the adoption of this ordinance, any owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within one hundred twenty (120) days of the effective date of this ordinance. Upon expiration of the initial one hundred twenty (120) day period, an owner of a non-owner occupied residential dwelling or unit must register the non-owner occupied residential dwelling or unit within thirty (30) days of the non-owner occupied residential dwelling or unit becoming non-owner occupied.

Section 14-5 Exceptions.

A property registration is not required under the following circumstances:

- (1) A single family residential dwelling that is entirely owner-occupied.
- (2) Upon the sale of any single family residential dwelling that is intended for occupancy by the buyer where possession is delayed for up to ninety (90) days.
- (3) The premises are a jail, school, or government-owned care facility; provided however that this does not create an exception for state or federally subsidized housing facilities; or

- (4) The premises are occupied by a person with a documented or recorded life estate in the premises.

Section 14-6 Application and fees.

An owner of a non-owner occupied residential dwelling or unit shall apply for a property registration on forms provided by the Department of Community Development. The owner must pay the required application fees and all outstanding inspection fees and applicable late charges. No application for property registration is valid unless filled out accurately and completely, signed by the owner and the Responsible Local Agent, and the proper fees have been paid. It is a violation of this article for an owner to provide inaccurate information on an application for a property registration. A property registration fee once tendered may not be refunded or transferred.

Section 14-7 Issuance of property registration

A property registration shall be issued if the applicant meets all of the following requirements:

- (1) An application form is properly submitted;
- (2) An Acknowledgment of Local Responsible Agent form is submitted and signed by the Local Responsible Agent, if required;
- (3) All application fees are paid;
- (4) The non-owner occupied residential dwelling or unit has a valid certificate of compliance;
- (5) All outstanding inspection fees and late fees are paid;
- (6) Payment in full of all of the following fines, fees and debts relating to the property being registered owed to the City that are currently due or past due, including but not limited to:
 - a. All previously billed property taxes;
 - b. All current or past due special assessments;
 - c. Outstanding water or sewer bills;
 - d. All charges for mowing, cleanup, weed or debris removal;
 - e. Any fees, penalties, or debts of any sort arising from provisions of the housing code, including any blight violations; and
 - f. The Responsible Local Agent, if required, has been designated.

Section 14-8 Conditional property registration

During the initial one hundred twenty (120) days after adoption of this ordinance, a conditional property registration shall be issued if a property registration application has been properly submitted for a non-owner occupied residential dwelling or unit that does not have a valid certificate of compliance and an appointment for a housing inspection has been scheduled. After the initial one hundred twenty (120) day period following adoption of this ordinance, a conditional property registration will not be issued and a non-owner occupied residential dwelling or unit may not be occupied until a property registration and a certificate of compliance have been issued.

Section 14-9 Amendment of property registration information

If any information submitted upon the application for issuance of a property registration changes, the owner must notify the Department of Community Development within ten (10) days and submit an amended application. Failure to update information within ten (10) days is a violation of this article and subject to late fees.

Section 14-10 Property registration valid for two (2) years.

A property registration is valid for a period of two (2) years from the date of issuance unless revoked for cause by the City. A renewal property registration must be applied for at least sixty (60) days prior to the expiration date. Failure to timely renew a property registration is a violation of this article and shall subject the applicant to late fees.

Section 14-11 Inspection of non-owner occupied residential dwelling or unit

Before a certificate of compliance can be issued, an inspection of the non-owner occupied residential dwelling or unit must be conducted by a code enforcement official. Any violations that constitute an emergency situation must be corrected immediately. If found to be unfit for human habitation, the non-owner occupied residential dwelling or unit must be immediately vacated. All other violations found upon the inspection must be corrected within ninety (90) days. A non-owner occupied residential dwelling or unit may not be occupied until a certificate of compliance has been issued.

Section 14-12 Reasons for revocation or denial of property registration.

A property registration or conditional property registration may be denied or revoked by the Chief Building Official for any of the following reasons:

- (1) Whenever the City finds that the owner of any non-owner occupied residential dwelling or unit has failed to comply with a notice of violation issued pursuant to Chapter 14 of this Code;
- (2) If an owner or responsible local agent has refused or failed to allow an inspection of the non-owner occupied residential dwelling or unit by a code enforcement official;
- (3) An act, omission or condition exists at the non-owner occupied residential dwelling or unit that is unauthorized or beyond the scope of the property registration granted;
- (4) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is prohibited by the provisions of this article or any other city ordinance, regulation or provision, or by any state or federal law;
- (5) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is

contrary to the public health, safety, and welfare of the citizens of Jackson;
and/or

- (6) The owner has committed an act or omission, or allowed a condition to exist at the non-owner occupied residential dwelling or unit that is a nuisance as identified in Chapter 17 of the Code of Ordinances.

Section 14-13 Effect of revocation or denial of property registration.

An owner whose property registration has been denied or revoked shall not permit occupancy of a non-owner occupied residential dwelling or unit until the non-owner occupied residential dwelling or unit is properly registered with the City and a property registration has been issued. Upon denial or revocation of a property registration, the owner shall immediately take such legal action as may be required to vacate the premises, including eviction proceedings. No person shall occupy the non-owner occupied residential dwelling or unit until the reason for denial or revocation of a property registration has been abated or corrected and the non-owner occupied residential dwelling or unit has been issued a property registration. Upon denial or revocation of a property registration, any application or inspection fees shall not be refunded.

Section 14-14 Right to a hearing upon revocation or denial.

An owner denied a property registration or whose property registration has been revoked shall have the right to a hearing before the Building Code Board of Examiners and Appeals, provided a written request is filed with the Building Code Board of Examiners and Appeals within ten (10) days after receipt of notice of denial or revocation. The Building Code Board of Examiners and Appeals may affirm a denial or revocation or reinstate any property registration after a hearing. The action of the Building Code Board of Examiners and Appeals shall be final and may be appealed to the circuit court within twenty-one (21) days from the date the Building Code Board of Examiners and Appeals makes the determination.

Section 14-15 Responsible Local Agent.

For a non-owner occupied residential dwelling or unit owned by a person or entity that resides outside of Jackson County, the property owner must designate a Responsible Local Agent who resides within seventy-five (75) miles of Jackson County. If the Responsible Local Agent is a corporation, limited liability company, partnership or other for-profit or non-profit entity, the address of the registered office or headquarters of the entity must be within seventy-five (75) miles of Jackson County.

Section 14-16 Notice to owner or Responsible Local Agent.

All notices required by Chapters 2.5, 4, 5, 12, 13, 14, 17, 26 or 28 concerning a non-owner occupied residential dwelling may be served by either first class mail, certified mail or personal service upon the owner or upon the Responsible Local Agent, if one has been designated.

Section 14-17 Transfer of ownership.

If the ownership of a non-owner occupied residential dwelling or unit is transferred, any property registration under this article shall become void. An application for registration must be made at the time of closing by the purchaser, transferee, or grantee, and the seller of the non-owner occupied residential dwelling or unit must notify the City within ten (10) days of the sale or transfer and provide the name and address of the purchaser or transferee. A purchaser or transferee who intends to live in a single-family dwelling that was a non-owner occupied single-family dwelling prior to the sale or transfer, but will be an owner-occupied single-family dwelling after the sale or transfer, need not comply with registering the property once a transfer affidavit and proof that a 100% primary residency exemption has been filed with the City Assessor. No refunds or credits of fees will be given when there is a transfer of ownership.

Section 14-18 Presumption of non-owner occupied residential dwelling or unit.

Whenever a residential dwelling or unit used for or intended for residential purposes is vacant or occupied by anyone other than the owner of record as shown in the records of the City Assessor, there shall exist a presumption that the dwelling or a portion of the dwelling is a non-owner occupied residential dwelling or unit regardless of whether monetary compensation is exchanged between the owner and the person(s) occupying the residential dwelling or unit.

Section 14-19 Fees and charges.

Application fees, inspection fees, applicable late fees as well as any other charges in connection with property registration shall be established by resolution of the City Council.

Section 14-20 Revenues

All revenues raised shall be placed in a Housing Code Enforcement Fund. No part of the funds held in the Housing Code Enforcement Fund may be transferred to the general operating fund for any purpose.

Section 14-21 Disclaimer of liability.

The City shall not be liable to any person or entity by reason of the inspections required by this article or the issuance of a property registration. A property registration is not a warranty or guarantee that there are no defects in the non-owner occupied residential dwelling or unit. The inspection of the land use, exterior and interior of the dwelling or unit is limited to visual inspection only. The City does not guarantee or approve, and shall not be held responsible for, defects not noted in any inspection report or for any latent, structural or mechanical defects thereto.

Section 14-22 Nuisance per se.

A non-owner occupied residential dwelling or unit in violation of this article is considered to be a nuisance per se and is subject to abatement in a manner prescribed by law.

Section 14-23 Penalties.

Conviction for violation of any provision of this article is a blight violation punishable as provided in Chapter 2.5 of this Code. Each day that a provision of this article continues to exist is a separate offense. In the case of a multi-unit non-owner occupied residential dwelling, each unit that is in violation of any provision of this article constitutes a separate offense.

Section 14-24 Severability.

If any provision of this article is determined to be unenforceable by a court, the remainder of this article shall be deemed severable and is to remain in full force and effect.

ARTICLE II. MINIMUM HOUSING STANDARDS

DIVISION 1. GENERALLY

All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

- (1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.
- (2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.
- (3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.
- (4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.

Sec. 14-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned dwelling means a dwelling which is unoccupied in a bona fide manner for a period of more than six (6) months. A dwelling will be presumed abandoned when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payments have been made by the property owner for at least 90 days, and the property has been vacant for at least 90 days.

Accessory structure means a detached structure customarily incidental to the principal structure and located on the same lot with such principal structure including, but not limited to, detached garages, carports, sheds, fences, playhouses, and swimming pools. Accessory structure does not include tents, fabric covered assemblies, and shelters or storage containers.

Approved, as applied to a material, device or method of construction, means approved by the Chief Building Official under the provisions of this article, or approved by other authority designated by law to give approval in the matter in question.

Basement means that portion of a building partly underground, but having less than half its clear height below the average grade of the adjoining ground (See Cellar).

Building Code Board of Examiners and Appeals means the Board appointed by the Mayor and City Council to provide for reasonable interpretations of the provisions of the building code and the housing code.

Building code means the building codes officially adopted by the City Council; or such other codes as may be officially adopted by the City Council for the purpose of regulating the administration, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures.

Cellar means that portion of a building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

Chief Building Official means the official designated by the city to enforce building, zoning, or similar laws and this article, or his or her duly authorized representatives.

Dwelling means any building which is wholly or partly used, designed, or constructed for the purpose of, or intended to be used for human habitation.

- (1) *One-family dwelling* means a building containing one (1) dwelling unit.
- (2) *Two-family dwelling* means a building containing two (2) dwelling units.
- (3) *Multiple-family dwelling* means a building containing more than two (2) dwelling units.
- (4) *Boardinghouse, lodging house, or tourist house* means a building arranged or used for lodging with or without meals, for compensation.
- (5) *Dormitory* means a building arranged or used for lodging six (6) but not more than twenty (20) individuals and having common toilet and bathroom facilities.

- (6) *Hotel* means a building arranged or used for sheltering, sleeping or feeding, for compensation and open for permanent or transient guests.

Dwelling unit means one (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.

Egress means a place or means of going out.

Enforcement Officer means the official designated herein or otherwise charged with the responsibilities of administering this article, or his or her authorized representatives.

Exit door means that portion of a means of egress between the termination of the means of egress at the exterior of the dwelling or dwelling unit and the outside of the dwelling or dwelling unit.

Exterior property area means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

Extermination means the control and elimination of insects, rodents, vermin or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poison, spraying, fumigating, trapping or by any other approved pest elimination methods.

Fire Official means the Chief of the Fire Department or his or her duly authorized representatives.

Floor area means the area of the floor contained within the partitions or walls enclosing any room over which floor the ceiling height is not less than the minimum height required by this article and excluding the floor area of any closets.

Flush water closet means a toilet bowl flushed with water under pressure or under static head with a water-sealed trap above the floor level.

Garbage means spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition, including trash to which such material has adhered.

Gross floor area means the total floor area in a building or structure.

Habitable room means a room or enclosed floor space arranged for living, sleeping, eating or cooking purposes (not including bathrooms, water closet compartments, laundry rooms, pantries, foyers, hallways, storage rooms and other accessory floor spaces).

Hazard means that condition which presents a danger to the health and safety of persons and surrounding property.

Heated water means water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit at the outlet.

Hotel (See Dwelling).

Human habitation means the use of any room, rooming unit, dwelling unit, building or premises for the purpose of living, sleeping, cooking or eating purposes by one (1) or more persons.

Infestation means the presence of insects, rodents, vermin or other pests.

Integral means incorporated in the design of the structure and performing a specific function or serving a specific purpose.

Kitchen means a room or portion of a room containing a minimum of seventy (70) square feet of floor area used for the preparation or consumption of food, and containing the facilities and equipped as provided in this article.

Kitchenette means a room or a portion of a room containing less than seventy (70) square feet of floor area used for the preparation of food, and containing the facilities and equipped as provided in this article.

Motel means the same as a hotel.

Multiple-family dwelling (See Dwelling).

Occupant means any person, over one (1) year of age (including owner or operator) living and sleeping in a dwelling or dwelling unit or having actual possession of such dwelling or dwelling unit.

Openable area means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator means any person who has charge, care, control or management of a building or part thereof in which dwelling units are let.

Owner means any person who, alone or with any other persons, shall:

- (1) Have a freehold or lesser estate in, or a land contract vendee's interest in, any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof, or
- (2) Have charge, care or control of any premises, dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner.

Person means an individual, firm, corporation, association or partnership.

Plumbing means, but is not limited to, water heating facilities, water pipes, garbage disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents or other similarly supplied fixtures, together with all connections to potable water, sanitary sewer or vent lines.

Premises means a lot, plot or parcel of land including the buildings or structures thereon.

Public hall means a hall, corridor or passageway not within the exclusive control of one (1) occupant.

Refuse means, but is not limited to, garbage, rubbish, trash, debris, and junk; household appliances or furniture intended for interior use; inoperable, disassembled, or broken toys; mechanical or electrical devices or any kind; ferrous and non-ferrous metals; industrial sludge; solid commercial or industrial waste; or animal waste, but does not include human body waste, liquid, or other waste regulated by statute.

Responsible Local Agent means a representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property who has authority to do the following:

- (1) Receive all official notices concerning housing, zoning, dangerous buildings and other ordinance violations on behalf of the owner of a non-owner occupied residential dwelling or unit, and any notice received by the responsible local agent shall be deemed to have been received by the property owner; and
- (2) Be responsible for providing access to the non-owner occupied residential dwelling or unit for any inspection necessary to ensure compliance with the terms of the City of Jackson Code of Ordinances.

Residence building means a building in which sleeping accommodations, with or without cooking facilities as a unit, are provided, except when classified as an institution under the building code.

Rooming house means any dwelling or that part of any dwelling containing one (1) or more rooming units.

Rooming units means any room or group of rooms forming a single habitable unit used or intended to be used for living or sleeping but not for cooking purposes.

Rubbish means combustible and noncombustible waste materials, except garbage; and the term shall include, but is not limited to, the residue from the burning of wood, coal, coke and other combustible materials; paper; rags; cartons; boxes; wood; excelsior; rubber;

leather; tree branches; yard trimmings; tin cans; metals; mineral matter; glass, crockery; dust and other similar material.

Single-family, owner-occupied dwelling means any dwelling occupied by a single family of which one (1) or more members of the family are owners of the freehold of the premises or a lesser estate, or a land contract vendee's interest therein other than a tenancy for a period of time or at will.

Storage area means a room or space in an unoccupied basement, cellar, or garage designated for the holding or keeping of materials which are intended for future use and drawn upon when needed.

Supplied means installed, furnished or provided by the owner or his or her authorized representative.

Temporary Structure means, but is not limited to, tents, fabric covered assemblies and shelters, or storage containers that are not fastened to a permanent foundation.

Unfit for human habitation means that dwelling or dwelling unit which is a hazard to the health and welfare of the occupants because it lacks maintenance or is in disrepair, lacks essential services (gas, water, electric and sewer), is unsanitary, or insect-, vermin-, or rodent-infested.

Ventilation means the process of supplying and removing air by natural or mechanical means to or from any space.

- (1) Natural - Ventilation by opening to outer air through windows, skylights, doors, louvers, or stacks without wind-driven devices.
- (2) Mechanical - Ventilation by power-driven devices.

Window means and includes a window, skylight, glazed door, glass block panel, or other light-transmitting medium.

Workmanlike means executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing identical material, and finished to a completed state. Alternative methods and materials must be approved by the Chief Building Official or his or her designee.

Workshop area means a room or space in an unoccupied basement, cellar, or garage utilized for repairing articles.

(Code 1977, § 8.615; Ord. No. 91-13, § 2, 4-9-91)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 14-27. Maintenance of facilities.

All dwellings shall be maintained and repaired in a workmanlike manner. All required and integral equipment in every dwelling shall be installed in accordance with the

Michigan Building Code or Michigan Residential Code, and maintained in accordance with the provisions of the housing code so as to properly and safely perform intended functions.

(Code 1977, § 8.614; Ord. No. 93-6, § 1, 5-25-93)

Sec. 14-28. Purpose.

The purpose of this article is to protect the public health, safety and welfare of occupants in buildings used or intended to be used for human habitation as hereafter provided by:

- (1) Establishing minimum standards for exterior property areas, exterior structure, interior structure, basic facilities, light and ventilation, occupancy requirements, and fire safety. These standards are designed to be reasonably high but at the same time practical and attainable.
- (2) Fixing the responsibilities of owners, operators, occupants, and Responsible Local Agents of dwellings and dwelling units.
- (3) Providing for administration, enforcement and penalties.

(Code 1977, § 8.602; Ord. No. 91-13, § 1, 4-9-91)

Sec. 14-29. Applicability.

The provisions of this article shall apply to all existing structures used, designed and constructed for the purpose of or intended to be used for human habitation. The minimum standards required under this code are designed to prevent fire hazards, structural deterioration, inadequate light, air and heat, and unsanitary and overcrowded conditions which constitute a menace to the safety, health and welfare of the occupants.

This chapter also applies as a point of sale inspection for all sales of new or rehabilitated dwellings for which a neighborhood enterprise zone certificate is in effect. Before any sale of such a dwelling, the Building Inspection Division must inspect the dwelling for compliance with all housing, construction, and safety codes. No sale may be finalized until the Department of Community Development issues a certificate of compliance.

(Ord. No. 2003.12, § 2, 9-2-03)

Secs. 14-30--14-40. Reserved.

DIVISION 2. ENFORCEMENT

Sec. 14-41. Enforcement agency.

The provisions of this article shall be enforced by the Chief Building Official, Fire Official, and the Chief of Police or their designated representatives.

(Code 1977, § 8.603)

Sec. 14-42. Inspections.

- (a) In order that they may perform their duties to safeguard the health, safety and welfare of the occupants of dwellings and of the general public, the Chief Building Official, Chief of Police and Fire Official are hereby authorized to make or cause to be made such inspections of dwellings or dwelling units as are necessary to enforce the provisions of this article. The inspections that are authorized for the purpose of enforcement of the provisions of this article shall be made at a reasonable time. The word "dwelling" as used in this paragraph shall include, but not be limited to, those categories of structures defined in section 14-26.
- (b) The building Chief Building Official, Chief of Police and Fire Official shall inspect buildings and structures regulated by this article. Inspections may be conducted even though an unexpired certificate of compliance is on record with the Department of Community Development.
- (c) An inspection shall be conducted in the manner best calculated to secure compliance with this article and appropriate to the needs of the community.
- (d) In an emergency situation, the Chief Building Official, Chief of Police and Fire Official have the right to enter at any time. For purposes of this article, an emergency shall exist when the Chief Building Official, Chief of Police or Fire Official has reasonable grounds to believe that a condition hazardous to health or safety exists on the premises and requires immediate attention.
- (e) In a nonemergency situation or where the owner or occupant of any dwelling demands a warrant for inspection of the premises, the Chief Building Official, Chief of Police or Fire Official shall obtain a warrant from a court of competent jurisdiction.

(Code 1977, § 8.604; Ord. No. 93-22, § 1, 10-12-93)

Sec. 14-42.1. Issuance of certificate of compliance.

The certificate of compliance shall be issued only upon an inspection of the premises by the Chief Building Official or his or her appointed designee.

- (a) The Chief Building Official shall not issue a certificate of compliance when any existing condition constitutes a violation of this article.
- (b) Upon a finding that there is not a condition that would constitute a violation of this article, the certificate of compliance shall be issued. Upon a finding that there is a condition that would constitute a violation of this article, the certificate of compliance shall not be issued, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45. Upon reinspection and proof of compliance, the order shall be rescinded and a certificate of compliance shall be issued. Subject to the provisions of subsection (c), a certificate shall not be valid for a period of more than two (2) years.
- (c) A certificate of compliance shall be issued on condition that the building or structure remains free from violations of this article. If upon reinspection pursuant to section 14-42 the Chief Building Official

determines that conditions exist which constitute a violation of this article, the certificate shall be immediately suspended as to affected areas, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45. On reinspection and proof of compliance, the order shall be rescinded and the suspended certificate reinstated or a new certificate issued.

(Ord. No. 93-22, § 2, 10-12-93)

Sec. 14-43. Inspection fees.

- (a) The owner of a dwelling unit shall be charged by the Chief Building Official for inspections conducted pursuant to this article in accordance with the resolutions adopted by the City Council. The owner or occupant of property whose dwelling is inspected pursuant to a housing rehabilitation program or other housing assistance program of the city shall not be charged for such inspection.
- (b) The first ten dollars (\$10.00) of any initial inspection fee imposed under this section shall be applied toward the issuance of a certificate of compliance required pursuant to PA 167 of 1968, as last amended.
- (c) If the owner fails to pay an invoice for inspection fees directed to him or her under section 14-43(a) within thirty (30) days, the city may cause the costs reflected in said invoice to be assessed against the premises as a special assessment, pursuant to Serial Section 273 of the City Charter, and may institute an action against the owner 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 the lien upon the premises.
- (d) All revenues raised shall be placed in a Housing Code Enforcement Fund. No part of the funds held in the Housing Code Enforcement Fund may be transferred to the general operating fund for any purpose.

(Code 1977, § 8.605; Ord. No. 91-14, § 1, 4-23-91; Ord. No. 92-8, § 1, 5-19-92; Ord. No. 92-17, § 1, 10-20-92; Ord. No. 93-22, § 3, 10-12-93; Ord. No. 98-23, § 1, 8-18-98)

Sec. 14-44. Violations observed.

When violations of this article are observed, the Chief Building Official or his or her authorized representative shall file a written report of such violations with the Department of Community Development.

(Code 1977, § 8.606)

Sec. 14-45. Notices and orders.

Notice of violations of this article and orders for the correction of such violations shall be given to the owner or his or her agent within five (5) working days from the date of inspection. Notice shall:

- (1) Be in writing.

- (2) Identify the property involved, the day of the inspection and the name of the inspector.
- (3) Cite the conditions that constitute violations of this article.
- (4) State the time allotted for correction of the violations. Emergency hazards shall be corrected immediately. For purposes of this section, the time allotted for correction of nonemergency violations shall be no less than thirty (30) and no more than ninety (90) calendar days.
- (5) Inform the owner of his or her right to appeal to the Building Code Board of Examiners and Appeals.

(Code 1977, § 8.607)

Sec. 14-45.1. Transfer of ownership.

It shall be unlawful for the owner of any dwelling or dwelling unit who has received a notice of violation and order for correction, or upon whom a notice of violation and order for correction has been served, pursuant to section 14-45, to sell, transfer, or otherwise dispose of to another until the provisions of the notice of violation and order for correction have been complied with, or until such owner furnishes the grantee or transferee a true copy of said notice of violation and order for correction issued by the Chief Building Official, and shall furnish to the Chief Building Official a signed and notarized statement from the grantee or transferee acknowledging the receipt of such notice of violation and order for correction, and fully accepting the responsibility without condition for making the corrections or repairs required by such notice of violation and order for correction.

(Ord. No. 91-12, § 1, 4-9-91)

Sec. 14-46. Notice to vacate.

When the Chief Building Official, Chief of Police or Fire Official finds any dwelling unfit for human habitation, he or she shall serve notice to vacate on the owner or his or her responsible local agent as follows:

- (1) By delivery to the owner, the responsible local agent, or to a person of suitable age and discretion at the owner's or responsible local agent's usual abode; or
- (2) By first class mail addressed to the owner or his or her responsible local agent at his or her last known address; or
- (3) By posting the notice for a twenty-four (24) hour period in placard form in a conspicuous place on the premises to be vacated. No person shall deface or remove such placard from any dwelling except by authority in writing from the Chief Building Official.

(Code 1977, § 8.608)

Sec. 14-47. Vacating of unfit building.

Any dwelling or dwelling unit which has been declared unfit for human habitation shall be vacated within a reasonable time as required by the Chief Building Official, Chief of

Police or Fire Official. No person shall occupy such dwelling or dwelling unit until written approval is secured from the Chief Building Official.
(Code 1977, § 8.609)

Sec. 14-48. Correction of violation.

The time limit set for the correction of a violation may be extended by the Chief Building Official or the Building Code Board of Examiners and Appeals if the owner can show a good faith effort to comply with the repair order. Time limits may also be extended by the Chief Building Official for repairs which cannot be carried out within the allotted period because of the seasonal nature of the work to be done.

(Code 1977, § 8.610)

Sec. 14-49. Noncompliance cases.

If the owner or occupant fails to comply with the correction order contained in the notice of violation, the Chief Building Official may bring an action to enforce the provisions of this article.

If the violation constitutes an emergency, or the owner ignores the correction order, the Chief Building Official may cause the necessary repairs to be made or take other corrective action up to and including condemnation and demolition of the structure, and the charges collected as a special assessment against the premises as provided in the Charter of the city.

(Code 1977, § 8.611)

Sec. 14-50. Penalties.

Conviction for a violation of any provision of this article is a blight violation punishable as provided in Chapter 2.5 of this Code. Each day of violation of a provision of this article relating to the physical condition of any dwelling shall constitute a separate violation.

(Code 1977, § 8.612; Ord. No. 2004.22, § 1, 11-9-04)

Editor's note: Section 2 of Ord. No. 2004.22 states: This amendment does not effect any existing litigation and does not abate any action or proceeding pending under or by virtue of this ordinance as it existed before this amendment if such litigation or proceeding was filed before December 31, 2004.

Sec. 14-51. Appeal.

The Building Code Board of Examiners and Appeals may grant a specific variance to any requirement of this article if the literal application of a requirement would result in practical difficulty for compliance with the particular section(s) at issue. An owner, or agent thereof, whose building has been inspected, may apply to the Building Code Board of Examiners and Appeals for a hearing for reconsideration of the notice of violation(s) and any correction order(s) contained therein. No variance shall be granted if same would

result in either the purpose or the intent of the particular section(s) at issue being abrogated. The Building Code Board of Examiners and Appeals may attach in writing any conditions in connection with the granting of a variance that, in its judgment, are necessary to protect the health, safety and welfare of the people of the city. In authorizing a variance, the Board shall require such evidence as it may deem necessary to insure that the purpose and intent of the particular section(s) at issue will be satisfied. In reviewing a request for a variance, the Board shall consider the following to determine whether practical difficulty exists:

- (1) Whether there are exceptional or extraordinary conditions applying to the property that do not apply to other similar properties;
- (2) Whether the exceptional or extraordinary conditions resulted from the action of the property owner;
- (3) Whether there exists alternative or equivalent methods or materials that would allow the purpose and intent of the particular section(s) at issue to be satisfied;
- (4) Whether strict compliance with the ordinance requirements would be unreasonably burdensome on the property owner;
- (5) Whether strict compliance with the ordinance requirements would cause a financial hardship for the property owner;
- (6) Whether the granting of a variance would result in a substantial detriment to the property; and
- (7) Whether the variance requested in the minimum variance possible that would still allow the purpose and intent of the particular section(s) at issue to be met.

(Code 1977, § 8.613; Ord. No. 90-18, § 1, 9-11-90)

Sec. 14-52. Appeal application fee.

Any person who files an appeal with the Building Code Board of Examiners and Appeals pursuant to section 14-51 shall be obligated to accompany his or her appeal with an application fee established by City Council resolution. The Board may waive an application fee if it finds same would cause a financial hardship for the applicant.
(Ord. No. 92-17, § 2, 10-20-92)

Secs. 14-53--14-60. Reserved.

DIVISION 3. FIRE SAFETY

Sec. 14-61. Fire safety regulations.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) **Cooking and heating equipment.** All cooking and heating equipment, components and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions, and kept

- functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in accordance with the manufacturer's installation and maintenance instructions or other laws or ordinances of the city. Portable cooking equipment employing flame and portable heating equipment employing flame are prohibited, except that unvented fuel-burning room heaters equipped with oxygen depletion sensors and listed in accordance with ANSI Standard Z21.11.2 shall be permitted in single-family, owner-occupied dwelling units only.
- (2) Storage of flammable liquids prohibited.
- a. No dwelling or dwelling unit shall be located within a building containing any establishment handling, dispensing or storing flammable liquids with a flashpoint of one hundred ten (110) degrees Fahrenheit or lower.
 - b. No dwelling or dwelling unit shall handle, dispense, or store flammable liquids with a flashpoint of one hundred ten (110) degrees Fahrenheit or lower.
- (3) Egress. The owner of every existing dwelling shall be responsible for the safety of all persons in or occupying such premises with respect to the adequacy of means of egress therefrom.
- a. Any existing dwelling not now provided with exitway facilities as herein prescribed for new dwellings and in which the exitways are deemed inadequate for safety by the Chief Building Official or Fire Official shall be provided with such additional safe means of egress as shall be ordered by the Chief Building Official or Fire Official.
 - b. If new or altered exitway facilities are installed or constructed, they shall comply with all requirements of the Michigan Building Code or Michigan Residential Code.
 - c. It shall be unlawful to obstruct or reduce in any manner the clear width of any doorway, hallway, passageway or any other exitway required by this article. All egress doors shall be readily openable from the side from which egress is to be made without the use of a key or special knowledge or effort. Double keyed deadbolt locks are strictly prohibited.
 - d. Every sleeping room shall have at least one (1) window or one (1) door opening directly to the outside to serve as an emergency exit if the normal avenues of escape are blocked, which can be opened from the inside without the use of tools and of such size as required by the Michigan Building Code or Michigan Residential Code.
 - e. Fire escapes shall be permitted only by special order of the Chief Building Official in existing buildings when more adequate exitway facilities cannot be provided. Fire escapes shall be constructed in accordance with Michigan Building Code.
- (4) Fire suppression systems. Automatic fire suppression systems shall be provided in non-fire-rated storage and workshop areas larger than one

hundred (100) square feet in area in multiple-family or mixed use residential structures.

- (5) Smoke detectors. Smoke detectors shall be installed in accordance with the Michigan Building Code or the Michigan Residential Code.

(Code 1977, § 8.616; Ord. No. 98-13, § 1, 6-16-98)

Secs. 14-62--14-70. Reserved.

DIVISION 4. EXTERIOR STANDARDS

Sec. 14-71. Exterior property areas.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling, or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) Sanitation. All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish, refuse or garbage and junk.
- (2) Prohibited uses. No horse, cow, calf, swine, sheep, goat, chickens, geese or ducks or any other livestock shall be kept in any dwelling, or accessory structure, or part thereof, or on any property.
- (3) Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon. All cisterns and septic tanks must be disconnected and filled with sand.
- (4) Sidewalks and driveways. All sidewalks and driveways shall be maintained in sound condition in accordance with ASTM standards. Private sidewalks and driveways shall be concrete, brick or asphalt.
- (5) Accessory structures. All accessory structures shall be maintained in a structurally sound condition and in good repair. No accessory structure shall be occupied as a dwelling.
- (6) Temporary structures. No temporary structure shall be occupied as a dwelling or maintained longer than 30 days.

(Code 1977, § 8.617; Ord. No. 94-3, § 1, 2-1-94)

Sec. 14-72. Exterior Building Envelope.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) Structure. Every foundation, wall and roof shall be reasonably weatherproof, waterproof and rodent-proof, shall be capable of privacy and kept in good repair.

- a. The foundation elements shall adequately support the building at all points of the building footprint.
 - b. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain, dampness or rodents to the interior portions of the walls, or which might provide harborage for insects or other vectors of disease. Exterior walls and wood trim shall be well and sufficiently painted so as to prevent same from deteriorating and becoming havens for rodents, insects and other vectors of disease. Defective paint that is suspected of containing lead levels in excess of allowable limits shall be treated or removed in accordance with established H.U.D. and E.P.A. guidelines.
 - c. The roof system shall be free of defects of any kind including, but not limited to, deflection, the admission of moisture, damage to structural members, sheathing, flashings, roof covering, ventilation, and drainage systems.
 - d. Gutters and downspouts shall be provided so as to prevent rainwater from causing dampness in the walls or interior portion of the building and to prevent ground water from migrating to or entering into the basement walls or foundation.
- (2) Stairs and porches. Every inside and outside stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected and shall be kept in sound condition and in good repair. In the case of stairs with four (4) or more risers, the stairway shall be equipped with a full length handrail and/or guardrail. Such handrails and guardrails shall be installed in accordance with the Michigan Residential Code or the Michigan Building Code.
 - (3) Openings. Every window, exterior door, and basement hatchway and their frames shall be maintained in good repair, operate as designed and intended, and shall be weatherproof, rodent-proof, and waterproof.
 - (4) Chimneys. All chimneys shall be maintained in sound condition, free of holes and breaks and operate as intended. All chimneys shall be properly capped and supplied with an appropriate cleanout. The top of the chimney shall be at least two (2) feet above any point on the roof within a ten (10) foot radius of the chimney, but shall not be less than three (3) feet above the highest point where the chimney passes through the roof.
 - (5) Street numbers. All buildings shall bear distinctive street numbers at least four (4) inches in height at or near the front entrance of such building. The owners of all buildings shall cause the correct numbers to be placed thereon. All numbers shall be facing the street, shall be of a contrasting color and in such a position as to be plainly visible from the street. The use of Arabic numerals is required.

(Code 1977, § 8.621)

Secs. 14-73--14-80. Reserved.

DIVISION 5. INTERIOR STANDARDS

Sec. 14-81. Interior structure.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) Free from dampness. All the interior areas of the dwelling, including the cellar, basement and crawl space, shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.
- (2) Structural members. The supporting structural members of every dwelling or dwelling unit used for human occupancy shall be maintained in a structurally sound manner with no evidence of deterioration that would render them incapable of supporting the imposed load.
- (3) Stairs and railings. Every stair, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the loads to which they are subjected and shall be kept in sound condition and in good repair. In the case of stairs with four (4) or more risers, the stairway shall be equipped with a full length handrail and/or guardrail. Such handrails and guardrails shall be installed in accordance with the Michigan Residential Code or the Michigan Building Code.
- (4) Bathroom and kitchen floors. The floor surface of all bathrooms, kitchens and water closets shall be constructed of impervious material and maintained so as to permit such floor to be easily kept in a clean and sanitary condition. This subsection shall not be construed to prohibit carpeting placed over a floor impervious to water.
- (5) Sanitation.
 - a. Cleanliness before occupancy. No owner shall permit any vacant dwelling unit or premises to be inhabited by new occupants unless such dwelling unit or premises are clean, sanitary and fit for human occupancy.
 - b. Responsibility. The interior of every dwelling and multiple dwelling used for human habitation shall be maintained in a clean and sanitary condition by the occupant. The owner shall be responsible for maintaining the structure and premises thereof which he occupies and controls.
 - c. No room or area of a dwelling or dwelling unit shall be so cluttered as to prevent access to egress, utilities, or mechanical components of the structure.
 - d. Rubbish and garbage. Rubbish and garbage shall be kept inside temporary storage facilities according to the requirements of chapter 12 of this Code. The owner of every dwelling shall supply

- approved containers with tightly fitting covers for the temporary storage of garbage and rubbish prior to removal.
- e. Insect and rodent harborage. Buildings used for human habitation shall be kept free from insect and rodent infestation. The owner of every dwelling shall be responsible for the extermination of all insects, rodents and other pests within a dwelling.
 - f. Interior cabinetry. Bathroom, kitchen, and kitchenette cabinetry and countertops shall be maintained in a clean and sanitary condition and in good repair.
 - g. Interior walls, ceilings and floors. Every interior wall, ceiling and floor shall be maintained in sound condition and in good repair. Walls shall be capable of affording privacy for the occupants. Interior walls, ceilings and trim shall be kept free from defects in painted surfaces. Defective paint is paint on surfaces which is cracking, scaling, chipping, peeling or loose. Defective paint that is suspected of containing lead levels in excess of allowable limits shall be treated or removed in accordance with established H.U.D. and E.P.A. guidelines.

(Code 1977, § 8.622)

DIVISION 6. MINIMUM FACILITIES STANDARDS

Sec. 14-82. Basic facilities requirements.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) Cooking and kitchen facilities. Except for efficiency apartments, no food shall be prepared in any room used for sleeping purposes. No kitchen or cooking accommodations shall be permitted or maintained in any room or space in any building for the common or joint use of the occupants of more than one (1) dwelling or unit.
- (2) Sanitary facilities.
 - a. Bathroom. Every dwelling or dwelling unit shall contain a room which affords privacy, employing the use of a door and a panic-proof lock set, to a person within such room, and which is equipped with a flush water closet, a lavatory basin, and a bathtub or shower in good working condition and properly connected to a potable water and sanitary sewage system. The lavatory basin may be located outside such room provided it is adjacent thereto. The lavatory basin and bathtub or shower shall be properly connected with both hot and cold potable water lines.

In rooming houses, boarding houses, lodging houses or tourist houses, there shall be at least one (1) bathroom for every four (4)

- occupant rooms. Each bathroom shall be located on the same level as the rooms they serve.
- b. Kitchen sink. Every dwelling unit shall contain a kitchen sink in good working condition, and properly connected to hot and cold potable water lines and to an approved sanitary sewage system.
 - c. Plumbing fixtures. Plumbing fixtures shall be arranged so as to prevent the wetting of supporting framework. The space beneath such fixtures shall be accessible and shall not be so enclosed as to prevent ventilation sufficient to maintain dry and sanitary conditions.
- (3) Water connection and water heating facilities. Every kitchen sink, lavatory basin, bathtub or shower, water closet, and laundry facility shall be properly trapped and vented, shall have faucets and fixture fittings, and shall be properly connected to an adequate potable water system and public sanitary sewer system if available in accordance with the Michigan Plumbing Code.
- a. All water distribution piping shall be capable of supplying water at forty (40) pounds minimum pressure, eighty (80) pounds maximum pressure, and flow rates (gpm) in accordance with the Michigan Plumbing Code at every required kitchen sink, lavatory basin, bathtub shower and laundry facility.
 - b. Every dwelling unit shall be supplied with water heating facilities which are installed in an approved manner, properly maintained and properly connected with hot water lines to those fixtures which are required in the above subsection to be supplied with hot water. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub shower and laundry facility or other similar units at a temperature of not less than one hundred twenty (120) degrees Fahrenheit at any time needed.
- (4) Heating facilities. Every dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms and bathrooms in every dwelling unit located therein to a temperature of at least seventy (70) degrees Fahrenheit with an outside temperature of ten (10) degrees below zero, and with the measurement being taken three (3) feet above the floor level in accordance with the Michigan Mechanical Code.
- (5) Electrical system.
- a. Each habitable room shall be provided with a minimum of two (2) duplex receptacles conveniently located to adequately supply the electrical fixtures and appliances therein.
 - b. Kitchen receptacles shall be individually grounded. Countertop receptacles shall be protected by a ground fault circuit interrupter.

- c. Each bathroom shall be provided with at least one (1) duplex receptacle located within three (3) feet of the sink and shall be protected by a ground fault circuit interrupter.
- d. A dedicated circuit shall be provided for the laundry appliances. The laundry area shall be provided with at least one (1) duplex receptacle located adjacent to the laundry appliances and shall be protected by a ground fault circuit interrupter.
- e. A dedicated circuit shall be provided for the furnace, with a disconnect located within sight of the furnace.
- f. All outside receptacles shall be protected by a ground fault circuit interrupter.
- g. Three-way switching shall be provided for all stairways with more than six (6) stairs.
- h. Every room or space including, but not limited to, habitable rooms, hallways, stairways, bathrooms, kitchens, laundry rooms, garages, utility rooms, basements, cellars, crawlspaces, work rooms, or storage rooms shall be provided with ceiling lighting controlled by a switch at the entryway except that:
 - 1. A habitable room may be provided with a switched receptacle or a duplex receptacle located within six (6) feet of the entrance doorway.
 - 2. The light provided for the laundry equipment area may be connected to the dedicated laundry circuit.
 - 3. An attic that is accessible by stairs shall be provided with at least one (1) light outlet switched near the entryway.
 - 4. Each main entrance shall be provided with a suitable lighting fixture outside of the door and a switch convenient to the door. Each enclosed porch shall be provided with a suitable lighting fixture outside the door.
 - 5. All garages shall be provided with at least one (1) inside lighting fixture, a ground fault circuit interrupter protected outlet, and a switched lighting fixture outside the service door. If the exterior of the service door is adequately illuminated by other lighting, a lighting fixture outside of the service door is not required.
- 9. The electrical service must have an ampacity of not less than the load served.
- 10. Existing electrical services that do not comply with subsection 9 above shall be upgraded in accordance with the Michigan Residential Code or Michigan Building Code.
- 11. The following requirements are in addition to the requirements of subsections 5(a)(1) through and including subsection 10 for two-family and multiple-family dwellings:
 - a. Each dwelling unit shall be provided with a separate service.

- b. Each occupant shall be provided access to his or her respective service disconnecting means and over-current protection devices.
- c. Common areas shall be provided with a separate service.
- 12. Evidence of inadequate or unsafe wiring in an existing dwelling shall include, but is not limited to, any of the following:
 - a. The use of extension cords in lieu of permanent wiring.
 - b. Oversized fuses or circuit breakers.
 - c. Improper extensions to the wiring system.
 - d. Overloading of service or branch circuits.
 - e. Misuse of electrical materials and equipment.
 - f. Insufficient receptacles in a rooms or area.
 - g. Lack of operable lighting as required in subsection 8.
- 13. Every non-conforming structure or use is permitted to remain or continue, provided, that:
 - a. The structure or use complies with all applicable provisions of the zoning ordinance.
 - b. The structure has not been vacant for more than 180 days.
 - c. Repairs to a structure do not increase the non-conformity of the structure or use.
 - d. Repairs of any part of a structure or system does not alter the existing design or installation of the structure or system being repaired.

(Code 1977, § 8.618; Ord. No. 94-16, § 1, 11-30-94)

Secs. 14-92--14-100. Reserved.

DIVISION 7. MINIMUM STANDARDS FOR LIGHT AND VENTILATION

Sec. 14-101. Minimum requirements.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- (1) Windows. Every habitable room and bathroom shall have at least one (1) window or skylight facing directly to the outdoors or to a court. The minimum total window area measured between stops for every habitable room shall be at least eight (8) percent of the total floor area of such room. All windows shall be fully operational and the sashes shall be capable of remaining open with approved sash control devices. This requirement is waived if the room is provided with adequate artificial lighting.
- (2) Ventilation. Every habitable room and bathroom shall have at least one (1) window that can be easily opened and will adequately ventilate the room. The total openable window area in every habitable room shall be at least four (4) percent of the total floor area of such room. This requirement is waived if the room is provided with adequate mechanical ventilation.

- (3) Egress window. Any room that may be used for sleeping purposes shall be supplied with an egress window in compliance with the Michigan Residential Code or Michigan Building Code.
- (4) Light and ventilation in public halls and stairways. Every public hall and stairway serving dwellings, excluding one- and two-family dwellings and townhouses, shall be adequately lighted at all times, and shall be provided with as much ventilation to the outer air as required by the Michigan Building Code. This language shall not be construed to exempt one- and two-family dwelling units and townhouses from the requirements of the Michigan Residential Code.
- (5) Storm-screen units. The owner of a dwelling shall be responsible for all storm-screen units.
 - a. Doors. Every uninsulated door opening directly from any dwelling or dwelling unit to the outdoors that may be used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated door shall be provided with a screen only. Every hinged screen or storm-screen door in a dwelling or dwelling unit shall have a self-closing device in good working condition.
 - b. Windows. Every uninsulated window opening directly from any dwelling or dwelling unit to the outdoors that may be used for ventilation purposes shall be supplied with a storm-screen unit. Every insulated window shall be provided with a screen only. Each basement or cellar window, when open for ventilation, shall be screened and every other opening to a basement which might provide an entry for rats or other vermin shall be supplied with a screen or other device as to effectively prevent their entrance.

(Code 1977, § 8.619)

Secs. 14-102--14-110. Reserved.

DIVISION 8. MINIMUM SPACE REQUIREMENTS

Sec. 14-111. Occupancy requirements.

Unless otherwise provided, no person shall occupy or let to another for occupancy, any dwelling or dwelling unit, for the purpose of living therein which does not comply with the following requirements:

- (1) Minimum room widths. A habitable room, other than a kitchen, shall not be less than seven (7) feet in any plan dimension. Kitchens shall have a clear passageway of not less than three (3) feet between counterfronts and appliances, or counterfronts and walls.
- (2) Minimum ceiling heights. In all existing habitable spaces, hallways, laundry areas, bathrooms, toilet rooms, and habitable basement areas shall have a clear ceiling height of not less than six (6) feet six (6) inches.
Exceptions:

- a. In one- and two-family dwellings, beams or girders spaced not less than four (4) feet on center and projecting not more than six (6) inches below the required ceiling height.
 - b. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study, or recreation purposes, having a ceiling height of not less than six (6) feet six (6) inches with not less than six (6) feet four (4) inches of clear height under beams, girders, ducts, and similar obstructions.
 - c. Rooms occupied exclusively for sleeping, study, or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least six (6) feet six (6) inches over not less than one-third (1/3) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5) feet or more shall be included.
- (3) Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of (a) through (c) below.
- a. Room area. Every living room shall contain at least one hundred twenty (120) square feet, and every bedroom shall contain at least seventy (70) square feet.
 - b. Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces. Exception: units that contain fewer than two (2) bedrooms.
 - c. Water closet accessibility. Every bedroom shall have access to at least one (1) water closet and one (1) lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom, or an adjacent story.
- (4) Prohibited occupancy. Kitchens, kitchenettes, and non-habitable spaces shall not be used for sleeping purposes.
- (5) Minimum sleeping space. In every dwelling unit, every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor space. Every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor space for each occupant.
- (6) Fire separation walls. In two-family and multiple-family residential structures, and mixed-use structures, each dwelling unit shall be completely separated from the adjacent dwelling unit by fire separation walls and floor/ceiling assemblies in accordance with the Michigan Building Code or Michigan residential code. In mixed-use occupancies, the fire separation rating between residential and non-residential uses shall be in accordance with the Michigan Building Code. Attached garages in all dwellings shall be completely separated from the adjacent dwelling by fire separation walls and floor/ceiling assemblies in accordance with the Michigan Building Code or Michigan Residential Code.

- (7) Lodgers prohibited. The Chief Building Official may prescribe conditions under which lodgers or boarders may be permitted in dwellings. It shall be the duty of the owner to see that the requirements of the Chief Building Official are complied with at all times. A failure to so comply on the part of any occupant, after due and proper notice from the owner shall be deemed sufficient cause for the summary eviction of such occupant and the cancellation of his or her lease. A failure to so comply on the part of any occupant after due and proper notice from the Chief Building Official shall be deemed sufficient cause to order the property vacated. The provisions of this section may be extended to owner-occupied dwellings, as may be found necessary by the Chief Building Official.
- (8) Thermal environment. Every nonhabitable attic space shall be insulated with an NFPA rated insulation material to a minimum value of R-13 or above so as to provide minimum thermal protection.

(Code 1977, § 8.620)

Secs. 14-112--14-120. Reserved.

ARTICLE III. HOUSING COMMISSION

Sec. 14-121. Continuation.

The Jackson Housing Commission heretofore created pursuant to Act No. 18 of the Public Acts of Michigan of 1933, Extra Session (MCL 125.651 et seq., MSA 5.3011 et seq.), as amended, is hereby continued.

(Code 1977, § 1.203(1))

Sec. 14-122. Membership.

The members of the housing commission shall be appointed in conformity with a resolution adopted by the city council in accordance with Section 4 of Michigan Public Act 18 of 1933 (Ex. Session) as last amended.

(Code 1977, § 1.203(2); Ord. No. 2000.1, § 1, 1-11-00)

Sec. 14-123. Powers and duties.

The housing commission shall have all the powers and duties vested or permitted to be vested in housing commissions by Act No. 18 of the Public Acts of Michigan of 1933, Extra Session (MCL 125.651 et seq., MSA 5.3011 et seq.), as amended, and any laws which are supplemental thereof, it being the legislative intention to vest in the housing commission all powers and duties permitted by law.

(Code 1977, § 1.203(3))

Sec. 14-124. Employees.

The housing commission shall select and appoint such employees as it shall deem necessary for the proper exercise of its powers, functions and duties and shall pay them such compensation as it shall, with the approval of the mayor, fix and determine.
(Code 1977, § 1.203(4))

Secs. 14-125--14-130. Reserved.

ARTICLE IV. FAIR HOUSING

Sec. 14-131. Definitions.

- (a) The terms used to classify groups protected by the provisions of this article shall have the same meaning as used in Act No. 453 of the Public Acts of Michigan of 1976 (MCL 37.2101 et seq., MSA 3.548(101) et seq.), as amended (Elliot-Larsen Civil Rights Act).
- (b) The term "source of income" means only lawful sources from which income is derived. When used in this article this term shall not be deemed to preclude a good faith business decision by an owner, lessee or sublessee of real property that an individual be denied access to housing due to his inability to meet the financial burdens attendant to the purchase, lease or sublease of such housing accommodation.
- (c) The term "respondent" means the person alleged to have violated this article. It shall refer also to the person authorized to answer the complaint if that person is not the alleged violator.

(Code 1977, § 9.155)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 14-132. Discrimination in sale, lease or rental prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property, or any agent or representative thereof, to refuse to sell, exchange, rent or lease any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, age, sex, familial status, handicap (disability) or source of income.

(Code 1977, § 9.150)

Sec. 14-133. Discrimination in lending prohibited.

It shall be unlawful for any person to discriminate in the lending of money, guaranteeing of loans, accepting of mortgages or otherwise making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, age, sex, familial status, handicap (disability) or source of income.

(Code 1977, § 9.151)

Sec. 14-134. Discrimination by real estate broker or employee prohibited.

It shall be unlawful for any real estate broker, or employee of a real estate broker, to refuse to accept offers to purchase, offers to lease or any other proposed agreements with reference to the sale, exchange or lease of real property because of an individual's religion, race, color, national origin, age, sex, familial status, handicap (disability) or source of income.

(Code 1977, § 9.152)

Sec. 14-135. Discrimination in terms and privileges prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property or any other person concerned with a real estate transaction to discriminate against an individual involved in such transaction because of that individual's religion, race, color, national origin, age, sex, familial status, handicap (disability) or source of income.

(Code 1977, § 9.153)

Sec. 14-136. Publication indicating certain preferences prohibited.

It shall be unlawful for any person to publish, circulate, issue, display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement or sign relating to the sale, rental or lease of real property within the city indicating exclusion of or preference for any person or group of persons based upon religion, race, color, national origin, age, sex, familial status, handicap (disability) or source of income.

(Code 1977, § 9.154)

Sec. 14-137. False or substantially misleading statements prohibited.

It shall be unlawful for any person to knowingly or intentionally present a false or substantially misleading statement to authorities charged with enforcement of this article, or to sign a complaint for violation of this article, knowing that it is based upon false or substantially misleading information.

(Code 1977, § 9.156)

Sec. 14-138. Exclusions.

This article shall not apply to the:

- (1) Rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently of each other, if the owner or lessor or a member of his family resides in one (1) of the housing accommodations.
- (2) Rental of a room in a single-family dwelling by the owner or lessor if he or a member of his family resides therein.
- (3) Rental of a housing accommodation for a period of time not to exceed twelve (12) months by the owner or lessor where it was occupied and maintained as his home for at least three (3) months immediately prior to occupancy by the tenant and is temporarily vacated while being maintained as a legal residence.

- (4) Restriction by a religious organization or institution of facilities for housing or accommodation, to persons of the denomination involved.
- (5) Limitation of occupancy in a federally funded housing project or to the provision of federally funded public accommodations, assistance, or services to persons of low income, over fifty (50) years of age, or who are handicapped.
- (6) Limitation by an educational institution of the use of its facilities to those affiliated with such institution.
- (7) Practice by the owner of an owner-occupied one- or two-family dwelling, housing accommodations, or public accommodation devoted entirely to the housing and accommodation of individuals of one (1) sex, to restrict occupancy and use of the facility on the basis of an individual's sex.

(Code 1977, § 9.157)

Sec. 14-139. Rules.

The city attorney is hereby authorized to promulgate any rules and forms deemed necessary to implement the provisions of this article.

(Code 1977, § 9.158)

Sec. 14-140. Penalties.

Any person violating any of the provisions of this article may, upon conviction thereof, be sentenced to pay a fine of not more than five hundred dollars (\$500.00) or be imprisoned for not more than ninety (90) days or both.

(Code 1977, § 9.159)

Secs. 14-141--14-150. Reserved.

ARTICLE V. NON-RESIDENTIAL BUILDINGS

DIVISION 1. IN GENERAL

Sec. 14-151. Findings and determination of necessity.

The City Council finds that there are many non-residential buildings in the city which are poorly maintained or neglected by their owners. These buildings adversely affect citizens who own or occupy nearby buildings and dwellings by lowering property values and rental values. Many of these poorly maintained and neglected buildings have become so dilapidated that occupancy is no longer economically feasible. This increases the incidence of vandalism and fire. The City Council finds that the elimination and prevention of these conditions is necessary and is in the best interest of the city and its citizens.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-152. Purpose.

The purpose of this article is to maintain, preserve and improve the stock of non-residential buildings in the city. To accomplish this, this article sets out minimum standards for the exterior maintenance of all non-residential buildings. In carrying out this purpose, it is the intention of the City Council to exercise its full powers to protect the public health, safety and welfare, whether the powers so exercised are derived from the Constitution, state law or the City Charter.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-153. Interpretations.

All words and terms used in this article shall be given their common and normal meaning unless defined hereinafter. The words and terms defined hereinafter shall be given the meaning indicated in the interpretation and enforcement of this article. All other words and provisions of this article shall be interpreted so as to eliminate or prevent the conditions set out in findings and determinations of necessity.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-154. General term usage.

Unless the context clearly indicates otherwise, when words are used in this article, the following rules of construction shall apply:

- (1) The singular includes and shall apply to the plural, and the plural applies to and includes the singular.
- (2) The masculine gender shall include the feminine and neuter, and feminine and neuter shall include the masculine.
- (3) Where the text uses the negative of a defined word, the negative of the definition shall be applied.
- (4) The definition of a verb or a noun shall be used in an appropriate fashion where the adverbial or adjectival form of the word is used.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-155. Definitions.

[The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Basic structural elements means the parts of a building which provide the principal strength, stability, integrity, shape and safety of the building, including, but not limited to plates, studs, joists, rafters, stringers, stairs, sub-flooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other essential components.

Building means any structure upon a property, presently or formerly used or intended to be used in whole or in part for the purpose of commerce, trade, manufacture, business,

government, worship, education, office, medical, storage or other non-residential purpose.

City means the municipal corporation that is the City of Jackson and includes all authorized agents of the City of Jackson, when acting within the scope of their authority.

Court means a court of competent jurisdiction.

Deteriorate means to decay, decompose or degenerate.

Deterioration or deteriorated means the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making an object or mechanism unsafe, unsanitary, inoperable, unusable or unsuitable for its intended use, including, but not limited to the advanced stage of rot, rust, mold, vermin ingestion, infestation or destruction.

Emergency means a condition of imminent danger calling for immediate action in order to avoid death, injury or illness to a human or the destruction or severe damaging of real or personal property.

Garbage means any spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition, including trash to which such material has adhered.

Good repair means to be properly installed, stable and maintained sufficiently free of defects or deterioration so as to be functional for its present use and to be safe and sanitary.

Good workmanship means executed in a skillful manner such as generally plumb, level, square, in line, undamaged, without marring adjacent work, utilizing identical material, and finished to a completed state. Alternative methods and materials must be approved by the Chief Building Official or his or her designee.

Non-residential means any structure or portion of a structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling, home, residing place, living space or sleeping space for one (1) or more human beings, either permanently or transiently.

Owner or ownership means any person holding legal or equitable title to a property or to real improvements upon a property, solely, jointly, by the entirety, in common, or as land contract vendee. Owner shall also mean any person who in fact has been empowered to act on behalf of, or as the agent of the owner. Owner shall also mean a person who has or exercises care, custody, dominion or control over any property. Owner shall not include any person who is a tenant.

Person means a human individual, as an association of individuals, a public, private or not-for-profit corporation, a firm or partnership.

Premises means property.

Property means any lot or parcel of land inclusive of any building or improvements located thereon.

Regular mail means that class of mail designed by the U.S. Postal Service as "first class" mail. Regular mail shall also include post cards and postal cards.

Responsible person means an owner or a person or persons designated in this article as being responsible for meeting the standards of this article.

Sanitary means free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacteria unsafe to humans or animals, or which produces strong odors or which provides for, or is an available source of food for, animals or insects.

Structure means anything constructed or placed upon a property which is supported by the ground or which is supported by any other structure, except a currently licensed vehicle.

Trash means waste materials and items which are not in good repair or are discarded and which are of little or no value, including, but not limited to plaster, paper, wrappings, plant cuttings, household furnishings, building materials, packing and clothing, appliances, equipment, machinery or parts thereof.

Unsafe means a condition which is reasonably likely to do harm to humans or property if not corrected or stopped.

Vermin means rodents, birds and insects which are destructive of real or personal property or injurious to health.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-156. Applicability.

The provisions of this article shall apply to any person owning, occupying, managing or controlling any non-residential building in the city as identified by this article.
(Ord. No. 2001.8, § 1, 4-10-01)

Secs. 14-157--14-200. Reserved.

DIVISION 2. PROPERTY MAINTENANCE STANDARDS

Sec. 14-201. Property maintenance required.

All buildings, regulated by this article, whether occupied or unoccupied and all property on which the buildings are located shall meet or exceed the standards of this article.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-202. Structural integrity.

Basic structural elements, foundations, foundation walls and supporting columns shall be in good repair.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-203. Exterior surfaces.

All exterior finish surfaces shall be weatherproof and in good repair and shall not have any holes, cracks or deterioration which allow water or vermin to reach any basic structural element or to enter the interior of any building.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-204. Protection of exterior surfaces.

All exterior surfaces of a building or structure made of iron, wood, steel, masonry or other materials which may deteriorate from exposure to weather shall be protected from the weather by a properly applied weather-resistant paint, stain or other waterproof finish. Primers shall be properly covered with a water-resistant finish coating.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-205. Exterior windows and doors.

All exterior windows and doors shall be weatherproof and in good repair, or shall be secured against weather by boarding. If required, the boarding shall be one-half (1/2) inch CDX plywood cut to fit the window or door casing, painted to match the exterior, and secured with a minimum of one and one-quarter (1.25) inch galvanized screws located at the corners and spaced every seven (7) inches around the perimeter of the boarding.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-206. Exterior attachments.

Exterior attachments to basic structural elements, including but not limited to gutters, downspouts, screening, vents, antennae, tanks, awnings, canopies, marquees, signs, lighting fixtures, handrails, guardrails and utility connections shall be in good repair, and shall comply with all other provisions of the Jackson City Code.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-207. Accessory improvements.

All accessory improvements located on a property, including but not limited to walkways, driveways, parking areas, storm drains, parking bumpers, steps, handrails,

guardrails, signs, lighting fixtures, poles, fences, walls, tanks and antennae shall be in good repair and shall comply with all other provisions of the Jackson City Code.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-208. Outdoor storage.

Outdoor storage of materials of value shall not be permitted to be located between the street and the building and not closer than three (3) feet to any side or rear lot line. Materials of value shall be stored in a safe and sanitary manner, shall not be scattered about and shall not have openings nor be stacked in a manner which may provide harborage for vermin.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-209. Trees and shrubs.

No tree or shrub shall be allowed to damage a building or block safe vision or access to a sidewalk, drive or street. No dead tree shall be permitted on any property regulated by this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-210. Health and sanitation.

All exterior areas shall be sanitary and free of trash and garbage.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-211. Tenant responsibility for maintenance.

A tenant shall be responsible for maintaining the health, sanitation and storage standards of this division on that portion of the premises controlled exclusively by the tenant.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-212. Owner responsibility for maintenance.

The owner of a building shall be responsible for complying with the maintenance standards set forth in this article.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-213. Good workmanship.

Additions, replacements, repairs or changes made to buildings, accessory buildings, appurtenances or facilities regulated by this article shall be made with good workmanship.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-214. Exterior security lighting.

An exterior light fixture in good repair shall be provided adjacent to each entryway and exit located at the side or rear of a building having electrical service. Such light fixture shall illuminate between dusk to dawn daily.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-215. Street address visible.

Street addresses shall be provided for any building regulated by this article so as to identify the building from an adjacent public street or alleyway and in accordance with the Jackson City Code.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-216. Vacant building identification.

An identification sign in good repair and visible from the street shall be affixed to a vacant unoccupied building regulated by this article. Such sign shall provide the name and phone number of the property owner or other responsible person to be contacted regarding maintenance or an emergency.

(Ord. No. 2001.8, § 1, 4-10-01)

Secs. 14-217--14-300. Reserved.

DIVISION 3. ENFORCEMENT PROCEDURES

Sec. 14-301. Inspections authorized.

The standards of this article shall be applied to all non-residential buildings including, but not limited to, primary structures, accessory structures, yards, unsafe buildings, and buildings with advanced deterioration.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-302. Applicability.

The provisions of this article shall apply to all non-residential buildings and properties located within the City of Jackson.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-303. Enforcement process.

In enforcement of the standards of this article, the city shall utilize the methods and procedures established in sections 14-41, et seq. of the Jackson City Code, and all rules, regulations, policies and procedures adopted pursuant thereto.

(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-304. Fees.

Inspection fees shall be adopted by resolution of the City Council and collected pursuant to Section 14-43 of this chapter. All revenues raised shall be placed in a Housing Code Enforcement Fund. No part of the funds held in the Housing Code Enforcement Fund may be transferred to the general operating fund for any purpose.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-305. Inspection entry authorized.

When an emergency is believed to exist within a building or accessory building, the city shall have the right to enter immediately and at any time without a warrant or without requesting permission. Entry must be for the sole purpose of determining that an emergency exists or to abate an emergency condition known to exist.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-306. Change in ownership.

The prohibitions of section 14-45.1 of this Code shall be applicable to owners or responsible persons of properties regulated by this article.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-307. Removal of posted sign or notices.

It shall be a violation of this article to remove, damage, deface, interfere with, move or conceal any notice or sign posted in accordance with the provision of this article without first obtaining written permission of the Chief Building Official.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-308. Penalties.

Conviction for violation of any provision of this article is a blight violation punishable as provided in Chapter 2.5 of this Code. Each day of violation of a provision of this article relating to the physical condition of any nonresidential building is a separate violation.
(Ord. No. 2001.8, § 1, 4-10-01; Ord. No. 2004.23, § 1, 11-9-04)

Editor's note: Section 2 of Ord. No. 2004.23 states: This amendment does not effect any existing litigation and does not abate any action or proceeding pending under or by virtue of this ordinance as it existed before this amendment if such litigation or proceeding was filed before December 31, 2004.

Sec. 14-309. Procedure for filing an appeal.

Any person wishing to make an appeal must fill out an appeal form setting forth the order of ruling being appealed. The appellant must file the form with the Department of Community Development. The city will send a notice to the appellant regarding the date the appeal will be heard by the Building Code Board of Examiners and Appeals. Notice of the hearing date will be by regular mail sent to the address stated on the appeal. The

standards, procedures and criteria promulgated in section 14-51 of this Code shall be applicable to appeals heard pursuant to this article.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-310. Appeal fee.

An appeal fee established by City Council resolution shall be submitted with any appeal filed pursuant to this article.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-311. Conflict with existing ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.
(Ord. No. 2001.8, § 1, 4-10-01)

Sec. 14-312. Savings provision.

The invalidity of any section, clause, or provision in this article shall not affect the validity of any other part of this article which may be given effect without reliance upon any such invalid part or parts.
(Ord. No. 2001.8, § 1, 4-10-01)

Section 2. Effective Date.

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

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

CITY ATTORNEY

CITY COUNCIL MEETING

January 24, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio

SUBJECT: Reapportionment Ordinance

MOTION: **The requisite action is to approve the Ordinance and place it on the next regularly scheduled City Council Agenda for adoption.**

Attached for your review and consideration is the proposed ordinance for the establishment of wards and precincts within the City of Jackson. As Council is aware, the City Charter and Home Rule City Act require that we reapportion our wards based on the official release of each United States decennial census. City Charter mandates that the reapportionment of wards "shall be as nearly of equal population as practical, contiguous and compact." The Charter also requires that Council, by ordinance, provide for one or more voting precincts in each ward. The attached proposed ordinance establishes the six wards and sixteen precincts as identified in "Plan B" that City Council adopted at the Council meeting of January 10, 2012. We have attached a map showing the configuration of the new wards and precincts.

The requisite action is to approve the Reapportionment Ordinance and place it on the February 7, 2012 meeting for adoption.

If you have any questions regarding this matter, please feel free to contact me.

JAG/dn

Enc.

cc Laurence Shaffer, City Manager, w/enc.

Lynn Fessel, City Clerk, w/enc.

ORDINANCE ____

An Ordinance to establish wards and precincts within the City of Jackson, Michigan, in accordance with the results of the 2010 decennial census of the United States, and to repeal Ordinance 452, which had established said wards and precincts in accordance with the 2000 census.

WHEREAS, Act 279 of the Public Acts of 1909, as last amended, also known as the Home Rule City Act, and Section 6.2 of the Charter of the City of Jackson, provides that the City Council, as governing body of this City, shall reapportion the wards of the City and establish precincts therein following the release of data after each decennial census; and

WHEREAS, upon receipt of the 2010 decennial census, City staff and the City's Election Commission developed various apportionment plans for establishment of wards and precincts within the City of Jackson; and

WHEREAS, the attached "Plan B" was recommended by the City Election Commission and was adopted by the City Council after conducting a public hearing on January 10, 2012.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That the City of Jackson is hereby divided into six wards and sixteen precincts; said wards and precincts shall be as described on Attachment A.

Section 2. Whenever, in any of the above referenced descriptions, a street, road, boulevard, avenue or railroad right-of-way is established as a boundary line of any ward or precinct, the same shall be construed to mean the center line thereof, unless explicitly described otherwise.

Section 3. The various wards and precincts as herein established shall comprise the official apportionment plan of the City of Jackson, said plan to be filed with the City Clerk, who shall:

- (a) Prepare a map of the City upon which will delineate the ward and precinct boundaries described herein; and
- (b) Make copies of said map and this ordinance and make same available for inspection and acquisition (at actual cost) by all members of the public.

Section 4. Ordinance 452 is hereby repealed, and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

Section 6. This Ordinance shall take effect thirty (30) days from the date of final adoption.

Attachment A

Plan B

WARD ONE

Starting at the intersection of West Morrell Street and First Street, east on West Morrell Street to South Cooper Street. South on South Cooper Street to East South Street. West on East South Street to Goodrich Street. North on Goodrich Street to West Prospect Street. West on West Prospect Street to Fourth Street. North on Fourth Street to West High Street. East on West High Street to First Street. North on First Street to West Morrell Street, the place of beginning.

Ward 1 Precinct 1

Starting at the intersection of West Morrell Street and First Street, east on West Morrell Street to Maple Street. South on Maple Street to West High Street. East on West High Street to Francis Street. South on Francis Street to South Street. West on West South Street to Goodrich Street. North on Goodrich Street to West Prospect Street. West on West Prospect Street to Fourth Street. North on Fourth Street to West High Street. East on West High Street to First Street. North on First Street to West Morrell Street, the place of beginning.

Ward 1 Precinct 2

Starting at the intersection of West Morrell Street and Maple Street, east on Morrell Street to South Cooper Street. South on South Cooper Street to East South Street. West on East South Street to Francis Street. North on Francis Street to West High Street. West on West High Street to Maple Street. North on Maple Street to West Morrell Street, the place of beginning.

WARD TWO

Starting at the intersection of Ganson Street and Cooper Street, west on Ganson Street to North Francis Street. North on North Francis Street to Leroy Street. East on Leroy Street to the East City Limit. South along City Limit line to East South Street. West along South City Limit and East South Street to South Cooper Street. North on South Cooper Street to Ganson Street, the place of the beginning.

Ward 2 Precinct 1

Starting at the intersection of Ganson Street and Cooper Street, west on Ganson Street to North Francis Street. North on North Francis Street to Leroy Street. East on Leroy Street to East City Limit. South along East City Limit to East Michigan Avenue. West on East Michigan Avenue to Cooper Street. North on Cooper Street to Ganson Street, the place of the beginning.

Ward 2 Precinct 2

Starting at the intersection of Cooper and Michigan Avenue, east on East Michigan Avenue to East City Limit. South along East City Limit line to East South Street. West along South City Limit and East South Street to South Cooper Street. North on South Cooper Street to East Michigan Avenue, the place of the beginning.

WARD 3

Starting at the intersection of Lansing Avenue and North City Limit. East along North City Limit to East City Limit. South along East City Limit to Leroy Street. West on Leroy Street to Cooper Street. North on Cooper Street to North Street. West on North Street to Lansing Avenue. North on Lansing Avenue to North City Limit, the place of beginning.

Ward 3 Precinct 1

Starting at the intersection of Lansing Avenue and North City Limit. East along North City Limit to Cooper Street. South on Cooper Street to North Street. West on West North Street to Lansing Avenue. North on Lansing Avenue to North City Limit, the place of beginning.

Ward 3 Precinct 2

Starting at the intersection of Cooper Street and North City Limit. East along North City Limit to Seymour Avenue. South on Seymour Avenue to Floral Avenue. West on Floral Avenue to Fleming Avenue. South on Fleming Avenue to Blakely Avenue. West on Blakely Avenue to Allen Road. South on Allen Road to Maguire Street. West on Maguire Street to Edgewood Street. South on Edgewood Street to East North Street. West on East North Street to Ellery Avenue. South on Ellery Avenue to Leroy Street. West on Leroy Street to Cooper Street. North on Cooper Street to North City Limit, the place of beginning.

Ward 3 Precinct 3

Starting at the intersection of Seymour Avenue and North City Limit. East along North City Limit to East City Limit. South along East City Limit to Leroy Street. West on Leroy Street to Ellery Avenue. North on Ellery Avenue to East North Street. East on East North Street to Edgewood Street. North on Edgewood to Maguire Street. East on Maguire Street to Allen Road. North on Allen Road to Blakeley Avenue. East on Blakeley Avenue to Fleming Avenue. North on Fleming Avenue to Floral Avenue. East on Floral Avenue to Seymour Avenue. North on Seymour Avenue to North City Limit, the place of beginning.

WARD 4

Starting at the intersection of Lansing Avenue and North City Limit. South on Lansing Avenue to Steward Avenue. Continue South on Steward Avenue to Wildwood Avenue. West on Wildwood Avenue to Lydia Street. South on Lydia Street to West Michigan Avenue. West on West Michigan Avenue to Fourth Street. South on Fourth Street to West Franklin Street. West on West Franklin Street to Seventh

Street. South on Seventh Street to Carlton Boulevard. West on Carlton Boulevard to South Brown Street and west City Limit line. North along West City Limit to North City Limit. East along North City Limit to Lansing Avenue, the place of beginning.

Ward 4 Precinct 1

Starting at the intersection of Lansing Avenue and North City Limit. South on Lansing Avenue to Steward Avenue. Continue South on Steward Avenue to West Ganson Street. West on West Ganson Street to North West Avenue. North on North West Avenue to West North Street. West on West North Street to North Brown Street (West City Limit). North on North Brown Street and West City Limit to North City Limit. East along North City Limit to Lansing Avenue, the place of beginning.

Ward 4 Precinct 2

Starting at the intersection of West Ganson Street and Steward Avenue. South on Steward Avenue to Wildwood Avenue. West on Wildwood Avenue to Lydia Street. South on Lydia Street to West Michigan Avenue. West on West Michigan Avenue to North Wisner Street. North on North Wisner Street to Wildwood Avenue. West on Wildwood Avenue to Daniel Road. West on Daniel Road to North Brown Street and West City Limit. North along West City Limit to West North Street. East on West North Street to North West Avenue. South on North West Avenue to West Ganson Street. East on West Ganson Street to Steward Avenue, the place of beginning.

Ward 4 Precinct 3

Starting at the intersection of West Michigan Avenue and Fourth Street. South on Fourth Street to West Franklin Street. West on West Franklin Street to Seventh Street. South on Seventh Street to Carlton Boulevard. West on Carlton Boulevard to South Brown Street and West City Limit. North on South Brown Street and West City Limit to Daniel Street. East on Daniel Street to Wildwood Avenue. East on Wildwood Avenue to North Wisner Street. South on Wisner Street to West Michigan Avenue. East on West Michigan Avenue to Fourth Street, the place of beginning.

WARD 5

Starting at the intersection of West North Street and Cooper Street. South on Cooper Street to intersection of Cooper Street and North Francis Street. South on North Francis Street to Ganson Street. East on East Ganson Street to Cooper Street. South on Cooper to East Morrell Street. West on East Morrell Street to Fourth Street. North on Fourth Street to West Michigan Avenue. East on West Michigan Avenue to Lydia Street. North on Lydia to Wildwood Avenue. East on Wildwood Avenue to Steward Avenue. North on Steward Avenue to West North Street. East on West North Street to Cooper Street, the place of beginning.

Ward 5 Precinct 1

Starting at the intersection of East Franklin Street and Cooper Street. South on South Cooper Street to East Morrell Street. West on East Morrell Street to First Street. North on First Street to West Franklin Street. East on West Franklin Street to South Cooper Street, the place of beginning.

Ward 5 Precinct 2

Starting at the intersection of East Michigan Avenue and Cooper Street. South on South Cooper Street to East Franklin Street. West on East Franklin Street to First Street. South on First Street to West Morrell Street. West on West Morrell Street to Fourth Street. North on Fourth Street to West Michigan Avenue. East on West Michigan Avenue to Lydia Street. North on Lydia Street to Wildwood Avenue. East on Wildwood Avenue to Louis Glick Highway. East on Louis Glick Highway to East Michigan Avenue. East on East Michigan to South Cooper Street, the place of beginning.

Ward 5 Precinct 3

Starting at the intersection of North Street and Cooper Street. South on Cooper Street to intersection of Cooper Street and North Francis Street. South on North Francis Street to Ganson Street. East on East Ganson Street to Cooper Street. South on Cooper Street to East Michigan Avenue. West on East Michigan Avenue to Louis Glick Highway. West on Louis Glick Highway to Wildwood Avenue. West on Wildwood Avenue to Steward Avenue. North on Steward Avenue to North Street. East on North Street to Cooper Street, the place of beginning.

WARD 6

Starting at the intersection of South Brown Street (West City Limit) and Carlton Boulevard. East on Carlton Boulevard to Seventh Street. North on Seventh Street to West Franklin Street. East on West Franklin Street to Fourth Street. South on Fourth Street to West Morrell Street. East on West Morrell Street to First Street. South on First Street to West High Street. West on West High Street to Fourth Street. South on Fourth Street to West Prospect Street. East on West Prospect Street to Goodrich Street. South on Goodrich Street to West South Street. East on West South Street to South Jackson Street. South on South Jackson Street and continuing south along City Limits and the boundary of Ella Sharp Park to point of intersection with South Brown Street extended. Continue North along west line of City Limits and South Brown Street to Carlton Boulevard, the place of beginning.

Ward 6 Precinct 1

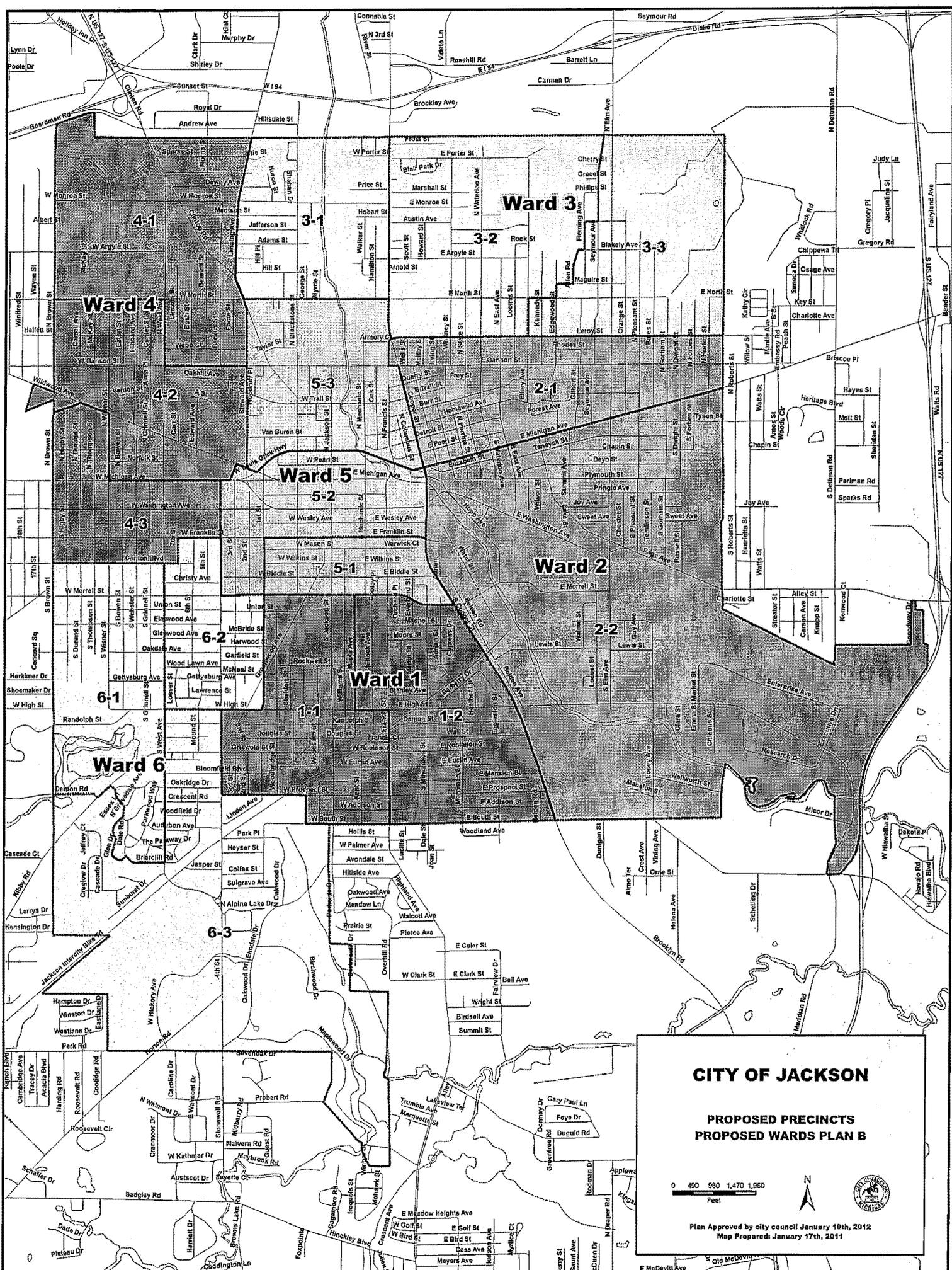
Starting at the intersection of South Brown Street and Carlton Boulevard, East on Carlton Boulevard to South West Avenue. South on South West Avenue to Briarcliff Road. West on Briarcliff Road to Dale Road. West on Dale Road to Glen Drive. North on Glen Drive to Kibby Road. Southwesterly on Kibby Road to Denton Road. West on Denton Road to South Brown Street (City Limit). North on South Brown Street to Carlton Boulevard, the place of beginning.

Ward 6 Precinct 2

Starting at the intersection of West Franklin Street and Fourth Street. South on Fourth Street to West Morrell Street. East on West Morrell to First Street. South on First Street to West High Street. West on West High Street to South West Avenue. North on South West Avenue to Carlton Boulevard. East on Carlton Boulevard to Seventh Street. North on Seventh Street to West Franklin Street. East on West Franklin Street to Fourth Street, the place of beginning.

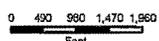
Ward 6 Precinct 3

Starting at the intersection of West High Street and Fourth Street. South on Fourth Street to West Prospect Street. East on West Prospect Street to Goodrich Street. South on Goodrich Street to West South Street. East on West South Street to South Jackson Street. South on South Jackson Street and continuing south along City Limits and the boundary of Ella Sharp Park to point of intersection with South Brown Street extended. Continue North on South Brown Street extended to Denton Road. East on Denton Road to Kibby Road. North on Kibby Road to Glen Drive. South on Glen Drive to Dale Road. At Dale Road continue east along Dale Road to Briarcliff Drive. East on Briarcliff Road to South West Avenue. North on South West Avenue to West High Street. East on West High Street to Fourth Street, the place of beginning.



CITY OF JACKSON

PROPOSED PRECINCTS PROPOSED WARDS PLAN B



Plan Approved by city council January 10th, 2012
Map Prepared: January 17th, 2011

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

CITY ATTORNEY

CITY COUNCIL MEETING

January 24, 2012

TO: Honorable Mayor and City Council

FROM: Julius A. Giglio, City Attorney *JAG*

RE: Jackson Affordable Housing Lease

MOTION: The requisite action is to approve the Lease, authorize the Mayor and Clerk to sign same, and authorize the City Attorney to make any minor modifications necessary.

Attached is a proposed Lease between the City of Jackson and Jackson Affordable Housing Corporation (JAHC) in reference to the offices on the sixth floor of City Hall. The previous lease entered into between the parties, dated November 28, 2008, has expired by its terms. Accordingly, I have drafted another lease containing the same terms and conditions as the previous lease. The proposed lease provides for a one-year term, commencing on December 1, 2011 and ending November 30, 2012. Per previous leases, there are two one-year extensions at the City's option.

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

JAG/dr

Enc.

cc Larry Shaffer, City Manager, w/enc.

Karen Jackson, Executive Director, Jackson Affordable Housing, w/enc.

LEASE

THIS AGREEMENT, entered into as of the date appearing below, by and between the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan (hereinafter “City”), and Jackson Affordable Housing Corporation, a Michigan non-profit corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan (hereinafter “JAHC” or “Lessee”).

WITNESSETH:

WHEREAS, the City and JAHC have previously entered into a Lease for the suite of offices comprising 600 square feet, more or less, situated in the southern half of the 6th Floor of the building located at 161 West Michigan Avenue, Jackson, Michigan, known as Jackson City Hall; and

WHEREAS, the previous Lease and its extensions expired by its terms on the 30th day of November, 2011; and

WHEREAS, it is the desire of the parties hereto to enter into another Lease, together with all other covenants and obligations herein contained; and

WHEREAS, the City Council has determined that JAHC’s activities of providing affordable housing services to low and moderate income residents of the City, and JAHC’s activities of renovating vacant/substandard houses for sale to first-time home buyers, are services deemed necessary and serving a public purpose; and

WHEREAS, the City Council has further determined that providing of housing services by JAHC within the City are services deemed to be in the public interest; and

WHEREAS, JAHC is a Guidance on Community Housing Development Organization (CHDO) under the Federal HUD HOME Program that is located within the City of Jackson; and

WHEREAS, the City Council has determined that it wishes to have JAHC provide its services and continue to conduct its operations, and that JAHC only be charged a nominal rent so that its resources may be used for providing its services; and

WHEREAS, Section 2.18 of the Jackson City Charter authorizes the City Council to enter into contracts with organizations for “public purpose” services considered necessary by the City Council.

NOW, THEREFORE, for and in consideration of the services to be provided by JAHC and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to the following terms, conditions, and provisions of a Lease as follows:

1. CITY, in consideration of the rents and covenants herein specified, does hereby let, lease and demise to LESSEE, the suite of offices comprising the southern half of the 6th Floor of the building known as Jackson City Hall, 600 square feet, more or less, situated at 161 West Michigan Avenue, Jackson, Michigan 49201, for the term of one (1) year, to commence on the 1st day of December, 2011 and ending on the 30th day of November, 2012, on the terms and conditions hereinafter mentioned, to be occupied by said LESSEE for professional offices, and agrees to furnish said rooms with heat when required, electricity, air conditioning, and water.

2. LESSEE shall furnish cleaning, maintenance and preventive maintenance at its own expense.

3. LESSEE shall, at its expense, provide remodeling and renovation necessary for its purposes, and will receive prior written approval from City for any remodeling or renovation undertaken.

4. LESSEE does hereby hire the said premises for the term of one (1) year, as above mentioned, and at the rental rate established in subparagraph (a) below; provided, however, CITY may, at its option, grant two (2) one-year renewals of this Lease at rental rates established

in subparagraphs (b) and (c) below (Lessee shall submit notice of renewal request at least sixty (60) days prior to expiration of the then current term); and LESSEE does hereby covenant and promise to pay to CITY, its representatives and assigns, for rent of said premises for said term(s), as follows:

a. For the first year, commencing the 1st day of December, 2011, and ending on the 30th day of November, 2012, the sum of One Dollar (\$1.00) annually, payable on the 1st day of February, 2012.

b. If the Lease is renewed or extended for a second year, commencing the 1st day of December, 2012, and ending on the 30th day of November, 2013, the sum of One Dollar (\$1.00) annually, payable on the 1st day of December, 2012.

c. If the Lease is renewed or extended for a third year, commencing the 1st day of December, 2013, and ending on the 30th day of November, 2014, the sum of One Dollar (\$1.00) annually, payable on the 1st day of December, 2013.

5. LESSEE shall keep the said premises and every part thereof in good repair and, at the expiration of said term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof excepted.

6. LESSEE shall observe and perform all rules and regulations in regard to said building, as contained in paragraph 17 of this Lease. LESSEE further agrees it will not assign or transfer this Lease or sublet the said premises or any part thereof, nor use the same nor permit the same to be used for any other purpose than as above described, nor make any alterations therein or additions thereto, without the written consent of CITY, and that all additions, fixtures or improvements which may be made to or placed in or upon said premises, except movable office furniture and professional equipment, shall be the property of CITY and shall remain upon and be surrendered with said demised premises as a part thereof at the termination of this Lease.

7. All personal property in the demised premises shall be at the risk of LESSEE only, and CITY shall not be liable for any damage to said personal property, to said premises, or to LESSEE arising from the bursting or leaking of any water or steam pipes, or from any acts or neglect of co-tenants or other occupants of the building, or any other persons.

8. CITY shall not be liable for any damage resulting from the stoppage of any of the elevators, caused either through accident or stoppage, or any other reason.

9. CITY shall have the right to enter said premises at any time to examine the same, or to make such repairs, additions or alterations as may be necessary for the safety, improvement or preservation thereof.

10. LESSEE shall maintain a valid commercial general liability insurance policy which is acceptable to the CITY, insuring against liability for bodily injury and property damage, with a minimum general aggregate limit of Five Hundred Thousand Dollars (\$500,000.00). Said policy shall be maintained in full force and effect during the term of this lease, or any extension thereof, and shall name the CITY as an additional insured. In addition, LESSEE shall maintain in full force and effect during the term of this lease, or any extension thereof, a policy of Workers' Compensation to the statutory limits. Notwithstanding any other provision contained herein, failure to comply with this paragraph shall be grounds for immediate cancellation of this Lease by CITY.

11. CITY and LESSEE agree that any right of recovery as against each other which shall arise during the term of this Lease due to any loss or damage from fire or other peril, whether occurring by reason of the negligence of either party, is hereby waived to the extent that same is covered by the policies of insurance carried by either party.

12. If default shall be made by LESSEE in the payment of said rent, or any part thereof, or in the performance of any condition, agreement, rule or regulation, such action shall

be deemed a material breach of this Lease and termination of this Lease agreement, and CITY may immediately commence legal proceedings to remove all persons from the premises.

13. If during the continuance of this Lease, said demised premises shall be so injured by fire or other casualty as to be rendered untenable, such injury shall be repaired as speedily as possible, and the rent shall cease until the same is repaired, provided said fire damage is not caused by carelessness or neglect on the part of LESSEE or its guests, agents, employees or servants.

14. CITY does covenant that LESSEE, on paying the aforesaid rent and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demises premises for the term aforesaid.

15. LESSEE further agrees in the event any action is commenced in any Court for the recovery of any damages arising from its operation or maintenance of its facilities located on the 6th Floor, 161 West Michigan Avenue, Jackson, Michigan, where the CITY is a named defendant, that said LESSEE shall completely and without reservation defend same and hold harmless said CITY from any and all allegations and liability arising therefrom.

16. This Lease may not be assigned by a party without the prior written consent of the other party. This Lease will be binding upon and inure to the benefits of the parties to this Lease and their respective successors and assigns.

17. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

18. **RULES AND REGULATIONS**

a. The entries, passages, corridors, stairways and elevators shall not be obstructed by any of the tenants or used by them for any other purpose than ingress and egress to and from their respective offices.

b. No sign shall be put in or upon any part of the building, except on the glass of the doors of the room leased, and then of such size, form and material as may be

prescribed in writing by the CITY; nor shall any electric wires for lighting, telephone, power or for any purpose be brought into the premises, except with the written permission of the CITY, and the same be located, and of such form, as may be specified by CITY.

c. The water closets or other water fixtures shall not be used for any purpose other than those for which they were designed and constructed, and any damage resulting to them from misuse shall be borne by the tenant who shall occasion it.

d. No tenant shall, personally or by its clerks, employees or servants, disturb the other tenants by any unseemly noises, or by any interference in any way, or deface any part of the building.

e. Nothing shall be thrown out of the windows of the building by the tenants, their clerks, agents, employees or servants.

f. Any janitor or janitorial service employed by any tenant may be employed only with prior written permission of CITY.

g. Safes, machinery and other heavy articles shall be placed by tenants in such places only as shall be first specified in writing by City.

h. CITY may prescribe reasonable restrictions on and tenant and its visitors or clients in regard to security measures designed to protect the building and its contents and occupants, including but not limited to such sign-in-sign-out procedures as are deemed necessary by CITY.

19. Should LESSEE lose its funding source during the term of this Lease, or any renewal thereof, so that it is unable to conduct its professional business, then LESSEE may terminate this Lease upon sixty (60) days' written notice and shall be obligated to pay as rent only those sums owing at the time of termination.

20. This Lease represents the entire agreement and understanding between the parties with respect to the transactions contemplated by this Lease, and supersedes all prior Leases, agreements, understandings, arrangements, drafts, covenants, representations and warranties, written or oral, of any party dealing with such subject matter. Provided; however, anything to the contrary in this lease notwithstanding, a certain Modification of Lease, entered into between the parties, dated July 1, 2005, regarding office furniture of Lessee, shall remain full force and effect.

21. If any provision of this Lease, or any portion thereof, is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such provision, or portion thereof, shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Lease shall remain in full force and effect.

22. This Lease and the rights, duties and remedies of the parties relating to this Lease will be construed and enforced in accordance with the laws of the State of Michigan.

23. This Lease may be executed by the parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same instrument. All signatures of any party may be transmitted by facsimile, and a facsimile will, for all purposes, be deemed to be the original signature of the person whose signature reproduces and will be binding upon the persons and on the party on whose behalf that person signed.

24. Any extension or waiver of any provision of this Lease will be valid only if set forth in a written instrument signed by the party sought to be bound. No waiver will constitute or be construed as a waiver of any other provision, and no waiver of a failure to comply with any provision of this Lease will constitute or be construed as a continuing waiver of that provision, or as a waiver of any other failure to comply with any provision of this Lease or of any other document.

25. No failure or delay on the part of any party in the exercise of any right or remedy under this Lease will impair that right or remedy or be construed to be a waiver of, or acquiescence in, any breach of any agreement in this Lease, nor will any single or partial exercise of any right or remedy preclude other or further exercise of that right or remedy, or of any other right or remedy. All rights or remedies existing with regard to this Lease are cumulative to, and not exclusive of, any right or remedy otherwise available, and each party will have and may enforce all of its rights and remedies at law, in equity or otherwise, upon a breach of this Lease by any other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
this ____ day of _____, 2012.

CITY OF JACKSON, MICHIGAN
A municipal corporation

By _____
Martin J. Griffin, Mayor

By _____
Lynn Fessel, City Clerk

**JACKSON AFFORDABLE
HOUSING CORPORATION**

By _____
Karen A. Jackson
Its Executive Director

Approved as to substance:

Laurence Shaffer
City Manager

Approved as to form:

Julius A. Giglio
City Attorney

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



CITY ATTORNEY

161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

CITY COUNCIL MEETING

January 24, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio

Handwritten signature of Julius A. Giglio in black ink.

SUBJECT: Extension of Oil and Gas Lease

MOTION: **The requisite action is to approve Extension of Oil and Gas Lease and Order for Payment, authorize the Mayor and Clerk to execute both documents, and authorize the City Attorney to make minor modifications to the documents and to take all action necessary to extend the Oil and Gas Lease.**

Attached please find correspondence received from West Bay Exploration Company ("West Bay") regarding extension of the current Oil and Gas Lease between the City of Jackson and West Bay. I am also providing the proposed Extension of Oil and Gas Lease and Order for Payment submitted by West Bay. The current oil and gas lease will expire on March 10, 2014. West Bay is offering a two-year extension with the same terms and conditions as the current lease. Additionally, West Bay will pay \$72,833.50 as consideration for execution of the lease extension. This was the same amount originally paid to the City for the original lease, dated March 10, 2009.

The requisite action is to approve Extension of Oil and Gas Lease and Order for Payment, authorize the Mayor and Clerk to execute both documents, and authorize the City Attorney to make minor modifications to the documents and to take all action necessary to extend the Oil and Gas Lease.

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

JAG/dn

Enc.

cc Laurence Shaffer, City Manager, w/enc.

West Bay Exploration company

13685 S. West Bay Shore / Suite 200
Traverse City, MI 49684
231-946-0200 / Fax 231-946-8180

December 29, 2010

Mr. Julius A. Giglio
City Attorney
161 West Michigan Avenue
Jackson, MI 49201

Dear Mr. Giglio,

Please find enclosed a proposed extension to our current Oil and Gas Lease covering the bottom lands of Big Wolf Lake. When executed, this extension will extend the primary term of the lease an additional two years at the same terms. West Bay is continuing our exploration effort north and south of the lake in an attempt to clarify what the reservoir potential is in the area. We look forward to partnering with the City in the development of their mineral interests. Please let us know what questions the Council may have in regards to this extension.

Sincerely,

West Bay Exploration Company



Patrick M. Gibson
Vice President

EXTENSION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENT, THAT:

WEREAS, under the date of _____, City of Jackson, a Michigan municipal corporation, whose address is 161 West Michigan Ave., Jackson, Michigan 49201, as Lessor, executed and delivered unto West Bay Exploration Company, a Michigan corporation, whose address is 13685 S West Bay Shore, Suite 200, Traverse City, Michigan 49684, as Lessee, an Oil and Gas Lease that is recorded in the Jackson County Register of Deeds office in Liber 1916, Page 0986, covering certain lands situated in Jackson County, Michigan, described as follows:

Township 3 South, Range 1 & 2 East:

All lands lying in Section 19-T3S-R2E, Section 24-T3S-R1E, and the Southeast ¼ of Section 23-T3S-R1E, which flowed previous to April 22, 1910, or which will be flowed by raising eight feet head of water at the Mill Dam at Michigan Center, and all land which will be flowed by maintaining aforesaid head of water at said Mill Dam and all rights of flowage whether acquired by deed or prescription. The aforesaid description is intended to cover any and all interest in the bottomlands of Big Wolf and Olcott Lakes in the area described above as acquired by the City of Jackson in a Quit Claim Deed dated July 2, 1915, and recorded in Liber 225, Page 25 of the Jackson County Records.

WHEREAS, the primary term of said lease ends March 10, 2012 and the undersigned mutually desire to extend said primary term.

NOW THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration paid to the undersigned by West Bay Exploration Company, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. Said Oil and Gas Lease is hereby amended so that the primary term of said lease is extended to March 10, 2014.
2. As amended hereby, the undersigned hereby ratify and confirm said Oil and Gas Lease as to all its terms and provisions.
3. This agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the undersigned.

SIGNED and acknowledged this _____ day of _____, 20__.

By: Martin J. Griffin
Its: Mayor

By: Lynn Fessel
Its: City Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) §
County of Jackson)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Jeffy F. Ludwig and Lynn Fessel, the Mayor and Clerk for the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

My Commission Expires: _____
_____, Notary Public
_____, County, _____
Acting in _____ County, _____



CITY COUNCIL MEETING
January 24, 2012
New Business

Employment Contract – Patrick Burtch

MEMO TO: Martin J. Griffin, Mayor
Members of the City Council

FROM: Laurence Shaffer, City Manager

DATE: January 19, 2012

SUBJECT: Employment Contract – Patrick Burtch

With the goal of providing stability and predictability at the top of the organization, it is with pleasure that I recommend that the City Council authorize the Mayor to enter into an Employment Agreement with Patrick Burtch, Deputy City Manager/Community Development Director. Consequently, I would recommend that the following motion be adopted by the City Council.

The City Council authorizes the Mayor and City Clerk to execute the Employment Agreement with Patrick Burtch, Deputy City Manager/Community Development Director, and to further allow the City Attorney to make minor modifications.

The primary reason for the contract is to achieve the appropriate authorization to allow Mr. Burtch to opt out of the City of Jackson's Employee Retirement System and to substitute a deferred compensation plan from the accounts presently offered by the City. The City would fund Mr. Burtch's deferred compensation account in the annual amount of 10% of his annual gross salary which is \$98,589.00.

Since Mr. Burtch's employment began, there have been a number of changes in the terms and conditions of employment that should be addressed. First, the initial job posting was for the position of Community Development Director. The job was filled by Mr. Burtch on May 16, 2011, as the Community Development Director/Assistant City Manager. On November 29, 2011, the City Council authorized the creation of the position of Deputy City Manager/Community Development Director at the Class Grade 20 level. The proposed contract memorializes that Class Grade 20.

LS:skh
Attachments

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on the 24th day of January 2012, by and between the City of Jackson, a Michigan Municipal Corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "the City"), and Patrick H. Burtch, an individual, residing at 528 South Brown Street Jackson, Michigan (hereinafter "Mr. Burtch").

WITNESSETH:

WHEREAS, the City desires to continue retaining the professional services of Mr. Burtch as Deputy City Manager/Community Development Director in exchange for the grade and pay level and other benefits referred to herein; and

WHEREAS, the City and Mr. Burtch wish to memorialize in writing the terms and conditions of their relationship;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Mr. Burtch agree as follows:

1) DUTIES

The City and Mr. Burtch agree that during the term of this agreement, Mr. Burtch will be employed by the City as Deputy City Manager/Community Development Director. The duties of this position shall generally be as outlined by Attachment A. It is further understood that such other duties and responsibilities shall be performed as may be assigned or amended from time to time by the City Manager or as may be required from time to time by federal or state law, or city ordinance.

2) TERM

The term of this agreement shall commence 24th day of January 2012, and shall continue for an indefinite term. It is understood between the parties that Mr. Burtch is an "at will" employee who shall serve at the pleasure of the City Manager. Provided, however, in the event Mr. Burtch's employment is terminated through either discharge or by request for resignation, he shall be eligible for severance payments as provide in Section 10 below. This agreement may be amended during the term of this contract or thereafter, upon mutual consent of the parties.

3) PAY GRADE AND COMPENSATION LEVEL

As compensation for all services rendered by Mr. Burtch under this agreement, Mr. Burtch shall be considered a Grade Level 20 and will be compensated as per the City's compensation schedule and his grade shall not be less than approved by the Jackson City Council on November 29, 2011. Compensation will be disbursed at the same intervals as the salaries paid to regular full-time City employees.

4) BENEFITS

In addition to the above referenced compensation, in exchange for his services, Mr. Burtch will receive all vacation (4 weeks per annum), leave, sick leave, and other fringe benefits which are provided to non-union, administrative employees of the City by personnel policy, City ordinance, City Commission resolution, or administrative regulation.

5) DEFERRED COMPENSATION

It is agreed that Mr. Burtch will not be a member of the City's Employee Retirement System (ERS). In lieu thereof, the City agrees to contribute to one or more deferred compensation individual retirement accounts of Mr. Burtch's choosing and, commencing January 1, 2012, pay the annual amount of 10% of his annual gross salary in equal proportional amounts each pay period. Additionally, Mr. Burtch will be refunded any of his contributions made to date to the ERS plus interest accrued on amounts collected by the City.

6) VEHICLE ALLOWANCE AND PARKING

The City agrees that Mr. Burtch will be reimbursed by the City for any mileage undertaken in the conduct of City business or professional development, at the mileage rate currently specified by the United States Internal Revenue Service. And, since Mr. Burtch is continually leaving the office for meetings and inspections, the City will afford appropriate parking permits, at no cost to Mr. Burtch directly behind the City Municipal building.

7) PROFESSIONAL DEVELOPMENT AND OFFICIAL BUSINESS

Mr. Burtch shall be entitled to attend educational seminars and conventions relating to areas involved in discharging the responsibilities of the office of Deputy City Manager/Community Development Director. The City shall reimburse him for expenses in connection with such educational seminars and convention.

8) PROFESSIONAL ASSOCIATIONS

The City agrees to pay membership dues for Mr. Burtch's membership in such professional organizations as may be approved in the annual budget for the office of the Deputy City Manager/Community Development Director.

9) RESIDENCY

Mr. Burtch shall comply with the residency requirements of the City's personnel policy.

10) TERMINATION

It is agreed by both parties hereto that Mr. Burtch shall be deemed an "at-will" employee, and as a consequence either party may, by first class mail directed to the other's address as noted herein, terminate without cause the employment relationship created by this contract.

In the event of termination of the employment of Mr. Burtch for any reason whatsoever or no reason, all compensation, together with all other rights and benefits provided hereunder; shall cease as of the effective date of the termination; provided, however, that the City shall give one-hundred and twenty (120) days severance pay to Mr. Burtch for termination by discharge, or by request for resignation. In the event of termination under such circumstances, or in the event of voluntary resignation, Mr. Burtch shall also be paid for all accrued, unused vacation leave. Mr. Burtch shall also be paid for any sick leave accrued that is allowed as per City of Jackson Personnel Policy. The City also agrees to provide Mr. Burtch with 6 months medical benefits upon termination by discharge or by request for resignation, however any employee share of premium in effect at the time of such termination shall remain the responsibility of Mr. Burtch (e.g., 20% of health insurance premium to be paid by the employee). If he voluntarily resigns his position, Mr. Burtch agrees to give the City Manager at least thirty (30) days written notice of his intention to resign.

It is further agreed by the parties that in the event Mr. Burtch is terminated by the City because of his conviction of any illegal act-constituting a felony, the City shall have no obligation to pay the one-hundred and twenty (120) days severance pay referred to in this section and shall not provide the six months medical benefits upon such termination. Notice of termination under this agreement shall be effective if mailed via first-class mail at least ten (10) days prior to the effective date of termination.

11) NOTICES

Notice to Mr. Burtch, for purposes of this section, shall be mailed to:

Patrick Burtch
Deputy City Manager/Community Development Director
528 South Brown Street
Jackson, Michigan 49203

Notice to the City, for purposes of this section, shall be mailed to:

Office of the City Manager
161 West Michigan Avenue
Jackson, Michigan 49201
Att: Larry Shaffer

12) OTHER TERMS AND CONDITIONS

- A. The text of this Agreement shall constitute the entire agreement between the parties.

- B. This Agreement shall be binding upon and enure to the benefit of the heirs and personal representatives of Mr. Burtch. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

- C. The City manager shall fix such other terms and conditions of employment as from time to time, he may determine, relating to the employment of Mr. Burtch in the position of Deputy City Manager/Director of Community Development of the City, providing such terms and conditions are not inconsistent or in conflict with the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

DEPUTY CITY MANAGER/ COMMUNITY
DEVELOPMENT DIRECTOR

CITY OF JACKSON

By: _____
Patrick H. Burtch

By: _____
Martin J. Griffin, Mayor

By: _____
Lynn Fessel, City Clerk

Approved as to Form:

Julius A. Giglio, City Attorney

ATTACHMENT A

NEW JOB DESCRIPTION APPROVED
Deputy City Manager/Community Development Director



Appointive Officials Group

Class Grade 20

Title: **Deputy City Manager/Community Development Director**

(Formerly Community Development Director/Assistant City Manager - title changed per 5/24/2011 City Council action)

General Summary

The Deputy City Manager/Community Development Director shall serve at the direction of the Manager and may be assigned the temporary or permanent responsibility of the direction and oversight of additional department(s), as the Manager may see fit. The Deputy is responsible, under the general direction of the City Manager, to provide professional and managerial expertise in planning, budgeting, organizing, coordinating and directing the Community Development Department. The Community Development Department includes administration, planning, building inspection and rehabilitation, and is responsible for securing and maintaining most federal, state and private grants.

Examples of Duties

1. Acts as the City Manager in the absence of the Manager.
2. Plans, directs and administers the activities of the department's divisions, including Rehabilitation, Building Inspection and Administration and Planning, and any and all employees that work in these divisions.
3. Coordinates the City's assistance on all economic development projects. Acts as City liaison to the City's Downtown Development Authority (DDA) and Tax increment Financing (TIF) districts
4. Works with the City Manager, community groups and advisory groups to develop and implement community goals.
5. Advises the City Manager on all economic and community development issues, and recommends those programs and policies to the City Council that will enhance the development of the City.
6. Works closely with other local, regional and statewide economic development organizations for job retention and marketing programs that will aid or assist those existing businesses in Jackson. Works to retain and recruit companies to do business in the City.
7. Acts as the City's leader in the research, application and administration of all grants applied for and awarded to the City. Manages the City's Community Development Block Grant (CDBG) and HOME program financial records and program requirements using the latest HUD-required techniques and regulations, including development of multi-year plans and reports. Directly supervises those personnel associated with these tasks.
8. Keeps informed of developments in the economic and community development field through participation and membership in professional organizations, reading related professional publications and by consulting with industry professionals. Monitors state and federal legislative changes that impact economic development, grant and rehabilitation programs, and advises the City Manager as to potential impact on City programs.

9. Prepares the annual budget and is responsible for all financial records of the department. Approves bills for payment and coordinates departmental expenditures.
10. Responsible for public relations activities. Responsible for the development of short and long range strategies for marketing and promotion of Jackson.
11. Meets with general public, government regulators, technical staff, elected officials, and business owners. Resolves disagreements, leads meetings, makes presentations, and negotiates agreements.
12. Staffs and provides guidance to the Planning Commission; Zoning Board of Appeals; Building Code Board of Appeals; Sign Code Board of Appeals and such other appeals or advisory boards as the Department may regulate.
13. Prepares reports and performs related work as required.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. Such statements are descriptive and explanatory but not restrictive. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified. The listing of particular examples of duties does not preclude the assignment of other tasks or related kind or character or of lesser skills.

Desirable Qualifications

Must have a Master's Degree in business or public administration, community development, urban planning or related field plus five (5) years of managerial experience related to economic development OR any equivalent combination of training and experience. Knowledge of federal fiscal and accounting practices as related to HUD/CDBG programs and experience administering block grant or other community development programs is strongly preferred. Experience performing or supervising inspection functions is desirable.

Other desirable qualifications include:

- Skill in communication orally and in writing, including successful experience preparing reports, making presentations and negotiating resolutions.
- Able to communicate courteously and effectively with the public. Able to work effectively with state and local government officials, quasi-governmental agencies, non-profit organizations, businesses and representatives of other City departments.
- Sufficient knowledge of fiscal and accounting practices to prepare, present and properly manage project budgets.
- Possesses and demonstrates initiative, resourcefulness, analytical skills, good judgment and professional integrity.
- Thorough knowledge of the principles and practices of planning/zoning laws, economic development, inspection and land-use issues.
- Considerable knowledge of municipal operations as they relate to the development and growth of the City and general understanding of municipal operations as a whole.
- Ability to act in a professional manner and represent the City when working with developers, property owners, real estate contacts, architects, citizens, other professionals regarding community development issues. May serve on special committees and participates in civic and professional organizations as appropriate.

In addition to the above requirements, all city positions require: the ability to read, write, speak and understand the English language as necessary for the position; the ability to follow written and oral

instructions; and the ability to get along with other employees and members of the public. City employees are also expected to possess and maintain a record of orderly law-abiding citizenship, sobriety, integrity and loyalty as it pertains to and reflects upon their employment with the City. City employees must be physically and mentally able to perform the essential duties of their position without excessive absences.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, sit, use limited mobility in an office setting, use manual dexterity to type and enter data, and use sight to read and prepare documents and reports. The job requires standing or walking, including the ability to use steps. The job requires travel to other work sites. The typical work environment of this job is a business office setting where the noise level is moderate, although the employee occasionally works outdoors.

Approved by City Manager: _____
Laurence Shaffer

Date

Approved by
City/County HR Director: _____
Crystal Y. Dixon

Date

Revised 11/11



City of Jackson

Department of Personnel & Labor Relations

Crystal Y. Dixon, Director

CITY COUNCIL MEETING

November 29, 2011

MEMO TO: Honorable Mayor and City Council Members

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

SUBJECT: Request to Amend Personnel Policy (Article VI – Unclassified Service)

MOTION: To amend the Personnel Policy Article VI – Unclassified Service and Delete the Class Title of Assistant City Manager/Economic Development Director, Class Grade 20 and replace it with Deputy City Manager/Community Development Director, Class Grade 20 and to reclassify Patrick Burtch to this Class Grade

Background Information:

The hiring and reclassification of Mr. Patrick Burtch underwent several iterations under the previous City administration, and it is the intent of this requested action to resolve the issues clearly.

Initially, Mr. Burtch was hired on May 16, 2011 as the Community Development Director/Assistant City Manager, focusing on leading the City's Community Development Department. That position was market-rated at a Class Grade 19.

The City of Jackson charter requires that the City Manager have a Deputy, and this matter was raised by City Council at its May 24, 2011 meeting. On that day, City Council approved the reclassification of the position to the title of Deputy City Manager/Community Development Director and amended Mr. Burtch's title accordingly. Nevertheless, the issue of pay grade was not addressed.

A recent review of the class grade assigned to an identical position in the Personnel Policy (Assistant City Manager/Economic Development Director) is that of Class Grade 20. In order to maintain the integrity of the compensation system, and to reflect the relevant wage market for this broadened role which acts as the City Manager in his absence, it is recommended that the Mayor and City Council approve the amendment of the Deputy City Manager/Community Development Director, Class Grade 20 to the Personnel Policy and also approve the deletion of the title of Assistant City Manager/Economic Development Director, as it is obsolete.

Thank you for your consideration of this request.

May 24, 2011

A.

CONSIDERATION OF COUNCILMEMBER BREEDING'S REQUEST TO RENAME THE FOLLOWING POSITIONS:

- 1. REMOVE THE DEPUTY TO THE CITY MANAGER TITLE AND RESTORE THE COMMUNITY RELATIONS LIAISON TITLE, AND**

Motion was made by Councilmember Howe and seconded by Councilmember Breeding to approve Councilmember Breeding's request. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Gaiser, Frounfelker and Polaczyk—6. Nays: Councilmember Greer—1. Absent: 0.

- 
- 2. REMOVE THE ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR TITLE AND RENAME TO DEPUTY CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR.**

Motion was made by Councilmember Howe and seconded by Councilmember Polaczyk to approve Councilmember Breeding's request. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

13 Water Treatment Plant Supervisor

B. ELECTIVE OFFICIALS:

- Mayor and City Councilmembers
- City Treasurer (also serves as Income Tax Administrator)

C. APPOINTIVE OFFICIALS (Nonunion positions - vacant)

<u>Class</u>	<u>Grade</u>	<u>Class Title</u>
-		Administrative Assistant
-		Administrative Assistant to City Manager
-		Administrative Assistant to the City Manager for Human Relations
→	20	Assistant City Manager/Economic Development Director ←
	14	Assistant Director of Community Development
	12	Assistant Director of Personnel and Labor Relations
	16	City Accountant
	21	City Engineer and Director of Public Works
	10	Civil Defense Coordinator
	11	Commercial Redevelopment Specialist
-		Data Processing Director
	15	Deputy City Engineer
	17	Director of Water Services and Facilities
	15	Management of Information Systems Manager
-		Personnel Assistant
	13	Programmer Analyst
	9	Purchasing Coordinator
	11	Senior Planner (Community Development)
	12	Superintendent of Cemeteries
	12	Superintendent of Cemeteries, Forestry & Horticulture
	14	Superintendent of Parks and Facilities
	13	Superintendent of Management of Information Services
	16	Superintendent of Wastewater Treatment Plant
	16	Superintendent of Water Department
	13	Traffic Engineer

D. POLICE DEPARTMENT GROUP (Nonunion positions - occupied)

<u>Class</u>	<u>Grade</u>	<u>Class Title</u>
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16 ¹Deputy Police Chief

¹Appointive Official

SCHEDULE I (CONTD)
ADMINISTRATIVE AND SUPERVISORY EMPLOYEES
PAY RATES

EFFECTIVE JULY 1, 2008 - 3.0% (Contd)

Class Grade	Pay Basis	Minimum										Maximum Step 10
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
16	Annual	59,705	60,841	61,977	64,335	66,783	69,324	71,956	74,693	77,538	80,487	83,548
	Bi-Wkly	2,296.36	2,340.05	2,383.73	2,474.43	2,568.56	2,666.30	2,767.55	2,872.83	2,982.22	3,095.65	3,213.37
	Hourly	28.7046	29.2506	29.7967	30.9304	32.1070	33.3287	34.5944	35.9103	37.2778	38.6956	40.1672
17	Annual	62,612	63,804	64,993	67,467	70,029	72,699	75,461	78,336	81,316	84,408	87,617
	Bi-Wkly	2,408.17	2,453.98	2,499.75	2,594.89	2,693.41	2,796.10	2,902.35	3,012.90	3,127.53	3,246.46	3,369.88
	Hourly	30.1021	30.6748	31.2468	32.4361	33.6677	34.9513	36.2794	37.6613	39.0941	40.5808	42.1235
18	Annual	65,715	66,969	68,223	70,829	73,532	76,341	79,257	82,284	85,429	88,691	92,078
	Bi-Wkly	2,527.51	2,575.73	2,623.95	2,724.19	2,828.17	2,936.18	3,048.35	3,164.78	3,285.75	3,411.20	3,541.47
	Hourly	31.5939	32.1967	32.7994	34.0523	35.3521	36.7022	38.1044	39.5598	41.0719	42.6401	44.2684
19	Annual	69,398	70,717	72,036	74,777	77,624	80,577	83,643	86,826	90,129	93,556	97,116
	Bi-Wkly	2,669.17	2,719.88	2,770.60	2,876.02	2,985.56	3,099.12	3,217.03	3,339.48	3,466.50	3,598.30	3,735.23
	Hourly	33.3646	33.9985	34.6325	35.9502	37.3194	38.7390	40.2129	41.7434	43.3313	44.9787	46.6904
20	Annual	73,081	74,476	75,870	78,761	81,763	84,882	88,120	91,480	94,970	98,589	102,351
	Bi-Wkly	2,810.82	2,864.45	2,918.08	3,029.29	3,144.75	3,264.69	3,389.22	3,518.47	3,652.67	3,791.87	3,936.58
	Hourly	35.1352	35.8056	36.4761	37.8661	39.3093	40.8087	42.3653	43.9809	45.6584	47.3984	49.2072
21	Annual	76,763	78,220	79,678	82,711	85,852	89,117	92,503	96,021	99,673	103,462	107,394
	Bi-Wkly	2,952.42	3,008.46	3,064.55	3,181.21	3,301.99	3,427.59	3,557.81	3,693.12	3,833.57	3,979.29	4,130.52
	Hourly	36.9053	37.6058	38.3069	39.7651	41.2749	42.8448	44.4726	46.1640	47.9196	49.7411	51.6315

A. The City Manager and City Attorney shall be compensated under separate contracts with the City Council.

Adopted: **MAY 27, 2008**

13 Water Treatment Plant Supervisor

B. ELECTIVE OFFICIALS:

- Mayor and City Councilmembers
- City Treasurer (also serves as Income Tax Administrator)

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-	Data Processing Director
15	Deputy City Engineer
17	Director of Water Services and Facilities
15	Management of Information Systems Manager
-	Personnel Assistant
13	Programmer Analyst
9	Purchasing Coordinator
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13	Superintendent of Management of Information Services
16	Superintendent of Wastewater Treatment Plant
16	Superintendent of Water Department
13	Traffic Engineer

D. POLICE DEPARTMENT GROUP (Nonunion positions - occupied)

<u>Class</u> <u>Grade</u>	<u>Class Title</u>
16	¹ Deputy Police Chief

¹Appointive Official

**City of Jackson Police Department
216 East Washington Avenue
Jackson, Michigan 49201
(517) 788-4127**



MEMORANDUM

DATE: January 9, 2012
TO: Laurence Shaffer, City Manager
FROM: Matthew R. Heins, Chief of Police
SUBJECT: December Manager's Report

Chief Matthew Heins

- Attended:
 - Police Department General Staff Meeting
 - Juvenile Justice Coalition Meeting
 - Meeting with MACI President
 - Meeting with Employee
 - Methamphetamine Presentation by JNET
 - Meeting with IAFF President and HR Director
 - Employee Discipline Meeting
 - Meeting with JNET Lieutenant
 - JNET Board Meeting
 - Meeting with JFD Staff
 - Neighborhood Revitalization Meeting
 - POLC-S Negotiations
 - Congressional Badge of Bravery Presentation
 - Meeting with MPRI Representative
 - Area Chiefs Meeting
 - MSU Staff and Command Interviews
 - Meeting with Sheriff Rand
- Time Away from Office:
 - 16 hours of holiday
 - 24 hours personal time
 - 8 hours of sick time

Deputy Chief John Holda

- Attended:
 - Police Department General Staff Meeting
 - POLC-S Negotiations

- Employee Discipline Meeting
- Act 345 Meeting
- Employee Evaluation Meetings
- Meeting to Review of Court Overtime
- IT:
 - DEG – MICR Reporting
 - IT Progress – Lori
 - Reconfigure Microfilm Scanner and PC
 - Evidence Management System (Beast)
 - Data Conversion – Testing Final Data Conversion
- Time Away from Office:
 - 8 hours Training (MPELRA)
 - 16 hours holiday
 - 80 hours vacation

Lt. Christopher Simpson

- Attended:
 - Police Department General Staff Meeting
 - Baker College Law Advisory Board Meeting
 - Meeting with Boogie Down Motorcycle Club Stakeholders
 - JNET Board Meeting
 - Congressional Badge of Bravery Presentation
- Conducted Internal Investigation Interviews
- Preparing for Policy Review Committee Meeting
 - Working to Finalize Use of Force and Child Advocacy Center General Orders
- Time Away From Office:
 - 16 hours holiday
 - 72 hours vacation

Lt. Elmer Hitt

- Attended:
 - Police Department General Staff Meeting
 - City Council Meeting
 - SRT Training
 - POLC-S Negotiations
 - SRT Activation
 - John George Home Board Meeting
 - Congressional Badge of Bravery Presentation
- Time Away from Office:
 - 16 hours holiday
 - 16 hours vacation