



IF YOU WISH TO ADDRESS THE CITY COUNCIL,  
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## **AGENDA - CITY COUNCIL MEETING**

August 14, 2012

6:30 p.m.

1. **Call to Order.**
2. **Pledge of Allegiance** - Invocation by Andrew R. Frounfelker, 5th Ward City Councilmember.
3. **Roll Call.**
4. **Adoption of Agenda.**
5. **Executive Session to discuss pending litigation and a collective bargaining agreement(s).**
6. **Return to Open Session.**
7. **Citizen Comments. (3-Minute Limit)**
8. **Presentations/Proclamations.**
9. **Consent Calendar.**
  - A. Approval of the minutes of the regular City Council meeting of July 17, 2012.
  - B. Approval of the minutes of the special City Council meeting for August 6, 2012.
  - C. Approval of the request from Citizens Bank to conduct a Client Appreciation event on Michigan Avenue between Mechanic Street and the vehicle entrance at One Jackson Square on Tuesday, September 18, 2012, from 12:00 p.m. to 2:00 p.m. With street closure of Michigan Avenue in front of One Jackson Square from Monday, September 17<sup>th</sup> at 4:00 p.m. to Tuesday, September 18<sup>th</sup> at 4:00 p.m. (24 hours). (Recommended approval has been received from the Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Contingent upon receipt of proper insurance coverage.)

- D. Approval of the request from St. John Jackson Family Fall Festival to conduct their Jackson Family Fall Festival at Nixon Park and throughout neighboring streets on September 21, 2012, at 3:00 p.m. – September 23, 2012, at 7:00 p.m. (Recommended approval has been received from the Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)
- E. Approval of the request from St. John the Evangelist Church to conduct Public Prayer at the Riverwalk Amphitheater on Sunday, October 14, 2012, from 2:00 p.m. to 3:00 p.m. (Recommended approval has been received from the Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Contingent upon receipt of proper insurance coverage.)
- F. Approval of the request from Juvenile Diabetes Research Foundation to conduct their Walk to Cure Diabetes at Ella Sharp Park on Saturday, November 15, 2012, from 8:00 a.m. to 12:00 p.m. (Recommended approval has been received from the Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Contingent upon receipt of proper insurance coverage.)
- G. Approval of the extension of the Bridge Consulting Services Contract with Great Lakes Engineering Group, Inc., Lansing, in the amount of \$11,920.00, and authorization for the City Manager, and City Clerk to execute the appropriate contract extension documents.
- H. Receipt of the CDBG and HOME Financial Summaries through July 31, 2012.
- I. Establishment of September 11, 2012, at the City Council meeting as the date and place to hold a public hearing of necessity for the 2012-2013 Meterless Parking Special Assessment Roll.

10. **Committee Reports.**

11. **Appointments.**

- A. Approval of the Mayor's recommendation to appoint/confirm Deputy City Manager Patrick Burtch to various boards and commissions.

12. **Public Hearings.**

- A. Public hearing to receive comment on the proposed amendments to Chapter 28 (Zoning), City Code, which would replace Sec. 28-125 (standards for fences, walls, and landscape berms) and amending Sec. 28-5

(definitions) to accommodate the new fencing and landscaping (Sec. 28-105) standards.

1. Consideration of an ordinance amending Chapter 28, City Code, replacing Sec. 28-125 (standards for fences, walls, and landscape berms), and amending Sec. 28-5 (definitions) to accommodate the new fencing and landscaping (Sec. 28-105) standards. (City Planning Commission and Staff recommends approval.)
- B. Public hearing to receive comment on the proposed amendments to Chapter 28 (Zoning), City Code, which would replace Sec. 28-105 (landscape standards), and amending Sec. 28-5 (definitions) and Sec. 28-135 (site plan review procedures and requirements) to accommodate the new landscaping standards.
1. Consideration of an ordinance amending Chapter 28, City Code, replacing Sec. 28-105 (landscape standards), and amending Sec. 28-5 (definitions) and Sec. 28-135 (site plan review procedures and requirements) to accommodate the new landscaping standards. (City Planning Commission and Staff recommends approval.)

**13. Resolutions.**

- A. Resolutions establishing September 11, 2012, at the City Council meeting as the time and place to hold public hearings on the following Special Assessment Rolls, and directing the City Assessor to prepare the rolls, in accordance with the recommendation of the City Clerk.
1. Special Assessment Roll No. 4212 - Delinquent Miscellaneous General Fund Accounts Receivable.
  2. Special Assessment Roll No. 4213 - Delinquent Miscellaneous Building Department Fund Accounts Receivable.
  3. Special Assessment Roll No. 4214 - Delinquent Miscellaneous CDBG Fund Accounts Receivable.
  4. Special Assessment Roll No. 4215 - Delinquent Miscellaneous Wastewater Fund Accounts Receivable.
  5. Special Assessment Roll No. 4216 - Delinquent Miscellaneous Public Works Fund Accounts Receivable.
- B. Consideration of the following action requests regarding the SAFER Grant:
1. Resolution establishing 2012/2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant funding in the amount of

\$1,875,156.00.

2. Resolution amending the General Fund budget in the amount of \$109,257.00 to fund SAFER grant equipment and contractual obligations.
  3. Authorization to process the \$56,255.00 payment due SAFER grant writer, D-n-R Consultants LLC.
- C. Consideration of a request to adopt a Defined Contribution Plan through the Municipal Employees' Retirement System (MERS) for all employees hired on or after July 1, 2012, into the International Association of Fire Fighters, Local 1306.
1. Adoption of the Municipal Employees' Retirement System (MERS) 2010 Restated Uniform Defined Contribution Program Resolution.
  2. Adoption of the MERS Restated Defined Contribution Plan Adoption Agreement and authorization for the City Manager to execute the appropriate plan documents.
14. **Ordinances.**
- A. Consideration of an ordinance to amend Section 19-56 of Article II, Division 2 (Trustees of the Ella W. Sharp Park Fund), Chapter 19, City Code, to add two alternate members to the Ella W. Sharp Park Fund Board of Trustees.
15. **Other Business.**
- A. Consideration of a request to approve the tentative collective bargaining agreement reached between the City of Jackson and the Police Officers Labor Council Supervisory Unit, commencing July 1, 2011, through June 30, 2015.
16. **New Business.**
- A. Consideration of the request to approve the land division for property located at 1708 South Cooper Street according to the attached maps.
  - B. Consideration of the request to approve the renewal of the Pavement Marking Contract with PK Contracting, Troy, in the amount of \$54,990.00, and authorization for the Mayor and City Clerk to execute the appropriate contract renewal documents.

- C. Consideration of the request to accept the offer to sell the property located at 604 Detroit Street for \$38,000.00, and authorization for the Mayor and City Clerk to execute the deed, for the Deputy City Manager or his designee to sign any required documents at closing, and for the City Attorney to make minor modifications to the closing documents and to take all other action necessary to effectuate the closing.
  - D. Consideration of the request to award seven (7) demolition contracts based on per property pricing over three (3) separate bid packages as follows:
    - 1. Bid Package A: \$59,700.00 to Dore & Associates, Bay City, \$4,000.00 to Dunigan Brothers, and \$69,449.00 to Smalley Construction, Scottville, Michigan.
    - 2. Bid Package B: \$39,875.60 to Dunigan Brothers, and \$22,145.00 to Smalley Construction.
    - 3. Bid Package C: \$78,213.40 to Dunigan Brothers, and \$100,189.00 to Smalley Construction.
  - E. Consideration of the request to authorize the Mayor and City Clerk to sign Employment Agreements with four (4) persons to fill three (3) of the four (4) full time and one (1) part time newly created Code Enforcement Officer positions.
  - F. Consideration of the request to approve the purchase of two (2) 2012 International Dump Trucks from Tri County International through the State of Michigan MiDeal Contract Number 071B9200317 in the amount of \$155,410.00.
  - G. Consideration of the request to approve the purchase of two (2) 2012 Specialty Truck Packages from Truck & Trailer Specialties through the State of Michigan MiDeal Contract Number 071B9200317 in the amount of \$109,717.00.
17. **City Councilmembers' Comments.**
18. **Manager's Comments.**
19. **Adjournment.**

## **JACKSON CITY COUNCIL MEETING**

### **MINUTES**

**JULY 17, 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 Greer.

#### **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, Deputy City Manager Patrick Burtch, Police Chief Matt Heins, City Assessor David Taylor and Assistant City Engineer Randy McMunn.

#### **AGENDA.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to add an item to the agenda regarding a board appointment. 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 Dobies 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.**

Marce Wandell from the Jackson County Department on Aging discussed the senior millage proposal on the August 7 Primary ballot and explained the services the Department on Aging and this millage provides.

**PRESENTATIONS/PROCLAMATIONS.****A. PRESENTATION OF A DONATION TO THE CITY OF JACKSON FROM MR. AND MRS. PATEL, SUPER EIGHT HOTEL, FOR THE ELLA SHARP PARK POOL.**

Mr. and Mrs. Patel were not present.

**B. REPORT BY GEORGE BROWN, III, CHAIRMAN OF THE HUMAN RELATIONS COMMISSION, GIVING THE HRC'S FORMAL RECOMMENDATIONS FOR RENAMING A CITY STREET OR STRUCTURE FOR DR. MARTIN LUTHER KING, JR.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to receive the report and forward it to the City Affairs/Rules & Personnel Committee. 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.**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to approve the following Consent Calendar. 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 meeting of June 26, 2012.
- B. Approval of the minutes of the special City Council meeting of July 5, 2012.
- C. Approval of the request from Save Our Youth to conduct their annual Save Our Youth Community Empowerment March on City sidewalks and Blair Park on Saturday, August 4, 2012, from 10:00 a.m. to 2:00 p.m. (Recommended approval has been received from the Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)
- D. Approval of the request from HIV/AIDS Resource Center (HARC) to conduct their annual AIDS Walk at the Riverwalk Amphitheater and City streets on Saturday, September 29, 2012, from 9:00 a.m. to 2:00 p.m. (Recommended approval has been received from the Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)
- E. Approval of Traffic Control Order Nos. (TCOs) 2121 and 2122 to address parking issues in the 600 and 700 blocks of Griswold Street.
- F. Approval of Traffic Control Order No. (TCO) 2123 to address parking issues in the 200 block of N. Wisner Street.
- G. Receipt of the CDBG and HOME Financial Summaries through June 30, 2012.

**COMMITTEE REPORTS.**

None.

**APPOINTMENTS.**

**A. APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT SHEILA A. PATTERSON TO THE CIVIL SERVICE COMMISSION FOR A THREE-YEAR TERM, BEGINNING SEPTEMBER 1, 2012, AND ENDING AUGUST 31, 2015.**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to approve the recommendation. 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. APPOINTMENT TO THE BUILDING CODE BOARD OF APPEALS. (ITEM ADDED WHEN THE AGENDA WAS ADOPTED.)**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to remove the Chair and appoint Jason Covalle 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.**

**A. PUBLIC HEARING TO CONSIDER A REQUEST FOR A DISTRICT CHANGE (REZONING) OF PROPERTIES LOCATED AT 1512 W. WASHINGTON AVENUE, 115 S. BROWN ST., 117 S. BROWN STREET, AND S. BROWN ST. (ID#3-068200000) FROM R-1 (ONE-FAMILY RESIDENTIAL) TO R-6 (RESIDENTIAL AND LOW-INTENSITY OFFICE DISTRICT).**

Mayor Griffin opened the public hearing. Gregory Curfman, 1504 W. Washington, John Bassett, 1500 W. Washington, and Mike Brzezinski, 1406 W. Washington, all spoke in opposition to the requested rezoning. The Mayor closed the public hearing.

**1. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 28, SECTION 28-32, CITY CODE, REZONING PROPERTIES LOCATED AT 1512 W. WASHINGTON AVENUE, 115 S. BROWN ST., 117 S. BROWN STREET, AND S. BROWN ST. (ID#3-068200000) FROM R-1 TO R-6. (CITY PLANNING COMMISSION RECOMMENDS THE REQUEST BE DENIED.)**

Motion was made by Councilmember Schlecte and seconded by Councilmember Dobies to deny the request to rezone the above properties from R-1 to R-6. 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.

**RESOLUTIONS.**

**A. CONSIDERATION OF A RESOLUTION AMENDING THE FY 2011-12 BUDGET INCREASING THE HUMAN RELATIONS COMMISSION BUDGET \$10,000.00 FOR ADDITIONAL REVENUES AND THE ASSOCIATED CHALLENGE DAY EXPENDITURES.**

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.

**B. CONSIDERATION OF A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUDGET FOR FISCAL YEARS 2005-2006 (YEAR 31), 2008-2009 (YEAR 34), 2009-2010 (YEAR 35), 2010-2011 (YEAR 36), 2011-2012 (YEAR 37), AND 2012-2013 (YEAR 38) TO REALLOCATE VARIOUS UNSPENT FUNDS TO THE RESIDENTIAL DEMOLITION ACTIVITY TO BE UTILIZED FOR DEMOLITION OF CDBG-ELIGIBLE PROPERTIES.**

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

**ORDINANCES.**

**A. FINAL ADOPTION OF ORDINANCE NO. 481 ESTABLISHING COMPENSATION RATES FOR ADMINISTRATIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF JACKSON.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to adopt Ordinance No. 481. 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.

**B. FINAL ADOPTION OF ORDINANCE NO. 482 ESTABLISHING COMPENSATION RATES FOR CERTAIN NON-UNION EMPLOYEES OF THE CITY OF JACKSON.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to adopt Ordinance No. 482. 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.

**C. FINAL ADOPTION OF ORDINANCE NO. 483, WHICH REPEALS ORDINANCE NO. 458 REGARDING HEALTH CARE BENEFITS FOR CERTAIN EMPLOYEES OF THE CITY OF JACKSON.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to adopt Ordinance No. 483. 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. FINAL ADOPTION OF ORDINANCE NO. 484 ESTABLISHING COMPENSATION RATES FOR CERTAIN APPOINTED OFFICIALS, THE CITY ASSESSOR, OF THE CITY OF JACKSON.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to adopt Ordinance No. 484. 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.

- E. FINAL ADOPTION OF ORDINANCE NO. 2012.16, AMENDING CHAPTER 28, CITY CODE, BY REPEALING THOSE SECTIONS PERTAINING TO PLANNED UNIT RESIDENTIAL DEVELOPMENT DISTRICTS; TRANSFERRING SECTIONS FROM ARTICLE IV TO ARTICLE III ; REORGANIZING THE REMAINING SECTIONS WHICH CURRENTLY COMPRISE ARTICLE IV IN TO TWO NEW ARTICLES, AND RE NUMBERING THE SUBSEQUENT ARTICLES IN THE ORDINANCE. (CITY PLANNING COMMISSION AND STAFF RECOMMEND APPROVAL.)**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt Ordinance No. 2012.16. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Breeding and Jaquish--2. Absent: 0.

- F. FINAL ADOPTION OF ORDINANCE NO. 2012.17 AMENDING CHAPTER 28, CITY CODE, TO REVISE SECTION 28-100, WHICH REGULATES OFF-STREET PARKING AND LOADING, AND TO ADD ACCESS MANAGEMENT STANDARDS TO THE SECTION. (CITY PLANNING COMMISSION AND STAFF RECOMMEND APPROVAL.)**

Motion was made by Councilmember Dobies and seconded by Councilmember Greer to adopt Ordinance No. 2012.17. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Breeding and Jaquish--2. Absent: 0.

- G. FINAL ADOPTION OF ORDINANCE NO. 2012.18 REVISING CHAPTER 27, SECTIONS 27-184 THROUGH 27-189 OF THE STORM WATER UTILITY, CITY CODE, ALLOWING FOR 100 PERCENT CREDITS AND NOT EXEMPTING THE CITY STREETS FROM CONSIDERATION AS WELL AS SOME OTHER MINOR GRAMMAR CHANGES.**

Motion was made by Councilmember Dobies and seconded by Councilmember Frounfelker to adopt Ordinance No. 2012.18. 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 REQUEST TO APPROVE THE BID AWARD TO BAILEY EXCAVATING FOR A TOTAL COST OF \$375,637.45, FOR FOREST AND HOMEWILD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STREET RECONSTRUCTION CONTRACT, AND A AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S), IN ACCORDANCE WITH THE PURCHASING AGENT AND THE CITY ENGINEER.**

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.

**B. CONSIDERATION OF THE REQUEST TO PURCHASE FOUR (4) 2013 CHEVROLET EQUINOX FROM SHAHEEN CHEVROLET, LANSING, THROUGH THE STATE OF MICHIGAN MIDEAL CONTRACT IN THE TOTAL AMOUNT OF \$75,500.00, INCLUDING THE TITLE FEE, FOR USE BY THE BUILDING INSPECTION DEPARTMENT AND HOUSING CODE ENFORCEMENT.**

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 Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Breeding and Jaquish--2. Absent: 0.

**C. CONSIDERATION OF THE REQUEST TO APPROVE THE PURCHASE OF A TORO SAND PRO, TORO GROUNDSMASTER, AND TORO BLOWER FROM SPARTAN DISTRIBUTORS, SPARTA, IN THE TOTAL AMOUNT OF \$38,267.17, THROUGH THE STATE OF MICHIGAN CONTRACT.**

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.

**CITY COUNCILMEMBERS' COMMENTS.**

Councilmember Schlecte asked why the Fed Ex and U.S. Mail receptacles are located on the sidewalk closer to the street and not next to a building. She would like this matter looked into.

Mayor Griffin commended Councilmember Schlecte for applying for and receiving a mini grant from the Jackson Community Foundation for the placement of barrels on the Inter City Trail.

**MANAGER'S COMMENTS.**

None.

**EXECUTIVE SESSION REGARDING PERSONNEL MATTERS.**

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

**ITEM NO. 1.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to add an action item regarding a personnel matter to the agenda. The motion was adopted by the following vote.

Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Breeding and Jaquish—2. Absent: 0.

**ITEM NO. 2.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to approve the Employment Release Agreement with Larry Shaffer. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Breeding and Jaquish—2. Absent: 0.

**ADJOURNMENT.**

No further business being presented, the Mayor adjourned the meeting at 7:49 p.m.

Lynn Fessel  
City Clerk

**JACKSON CITY COUNCIL SPECIAL MEETING**

**MINUTES**

**AUGUST 6, 2012**

**CALL TO ORDER.**

The Jackson City Council met in special session in City Hall and was called to order at 5:00 p.m. by Mayor Martin J. Griffin.

**ROLL CALL.**

Present: Mayor Martin J. Griffin and Councilmembers Carl L. Breeding, Kimberly Jaquish, Daniel P. Greer, Laura Dwyer Schlecte and Andrew R. Frounfelker—6. Absent with excuse: Councilmember Derek J. Dobies—1.

**AGENDA.**

Motion was made by Councilmember Greer and seconded by Councilmember Jaquish to adopt the agenda. The motion was adopted by unanimous voice vote.

**CITIZEN COMMENTS.**

None.

**CONSIDERATION OF A REQUEST TO APPROVE THE PROPOSED AMENDED STIPULATED FUNDING AGREEMENT BETWEEN THE JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (JCBRA) AND CITY TO RECEIVE FUNDING NOT-TO-EXCEED \$590,000.00 FROM THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REVOLVING LOAN FUND (RLF) FOR ENVIRONMENTAL REMEDIATION ACTIVITIES AT 212 W. MICHIGAN AVENUE (FORMER CONSUMERS ENERGY HEADQUARTERS), 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 AGREEMENT.**

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

**CONSIDERATION OF A REQUEST TO APPROVE THE PROPOSED STIPULATED FUNDING AGREEMENT BETWEEN THE CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY (JBRA) AND CITY TO RECEIVE FUNDING NOT-TO-EXCEED \$847,200.00 FROM THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REVOLVING LOAN FUND (RLF) FOR ENVIRONMENTAL REMEDIATION ACTIVITIES AT 212 W. MICHIGAN AVENUE (FORMER CONSUMERS ENERGY HEADQUARTERS), 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 AGREEMENT.**

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

**ADJOURNMENT.**

No further business being presented, Mayor Griffin adjourned the meeting at 5:10 p.m.

Lynn Fessel  
City Clerk



Jackson Downtown Development Authority

August 14, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: **Special Event Application: Consideration of a request from Citizens Bank to hold a special event**

**RECOMMENDATION: Conditional Approval of the request from Citizens Bank to conduct a Client Appreciation event on Michigan Avenue between Mechanic Street and the vehicle entrance at One Jackson Square on Tuesday, September 18th, 2012 from 12:00 p.m. to 2:00 p.m. With street closure of Michigan Avenue in front of One Jackson Square from Monday, September 17<sup>th</sup> at 4:00pm to Tuesday, September 18<sup>th</sup> at 4:00pm (24 hours). This event is contingent upon receipt of proper insurance coverage, as insurance company requires purchase of non-refundable special event insurance.**

**DEPARTMENTAL APPROVAL SUMMARY**

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

<b>Department</b>	<b>Approval</b>	<b>Denial</b>	<b>Economic Impact</b>
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works			\$140 (charged to applicant)
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			<b>\$140</b>

**Conditions and Considerations:**

- Event is contingent upon final Engineering/DPW approval of street closure time frame, and event host notifying neighboring businesses of final closure times
- Applicant is responsible for removal/cleanup of trash, garbage, and debris
- No stakes may be impaled into road or parking lot surfaces

**Insurance Status:** Pending

att: Special Event Application: Citizens Bank Client Appreciation  
Street Closure Map

JG/jt

CITY OF JACKSON  
SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: 4/26/12 Time: 11:30am By: JT

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: Citizens Bank

Organization Address: 100 E. Michigan Ave Jackson

Organization Agent Chris Burdette Title: \_\_\_\_\_

Phone: (work) 789.4336 Phone: (home) 262-0503 Phone: (during the event) 810 869 3392

Agent's Address 100 E. Michigan Ave

Agent's E-Mail Address christopher.burdette@citizensbanking.com

Event Name Client Appreciation

Please give a brief description of the proposed special event: A client appreciation event that will celebrate the corner doc. We would like to block off Michigan Ave in front of One Jackson Square (only one lane). Our plan is to put a tent in the street to serve lunch & seat guests

Event Day(s) & Date(s) Tuesday 9-18-12

Event Time(s) 12:00 - 2:00 pm

Set-Up Date & Time event date 2 hours early Tear-Down Date & Time 2:00 event date

Event Location Michigan Ave in front of One Jay Square

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

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 4pm - 9/17/12 through Date/Time: 4:20 pm event date

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

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

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

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

**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? 500

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

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

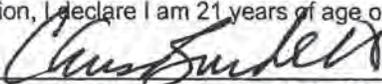
As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event 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.)  
Close 1/2 of Michigan Ave from Mechanic to The 1st entrance of parking garage  
**Applicant changed request to closure of entire width of Michigan Ave. Verified by JG on 8/9/12**

**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.

4.26.12  
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**

Citizens Bank  
Client Appreciation

tents,  
tables  
in street

Michigan

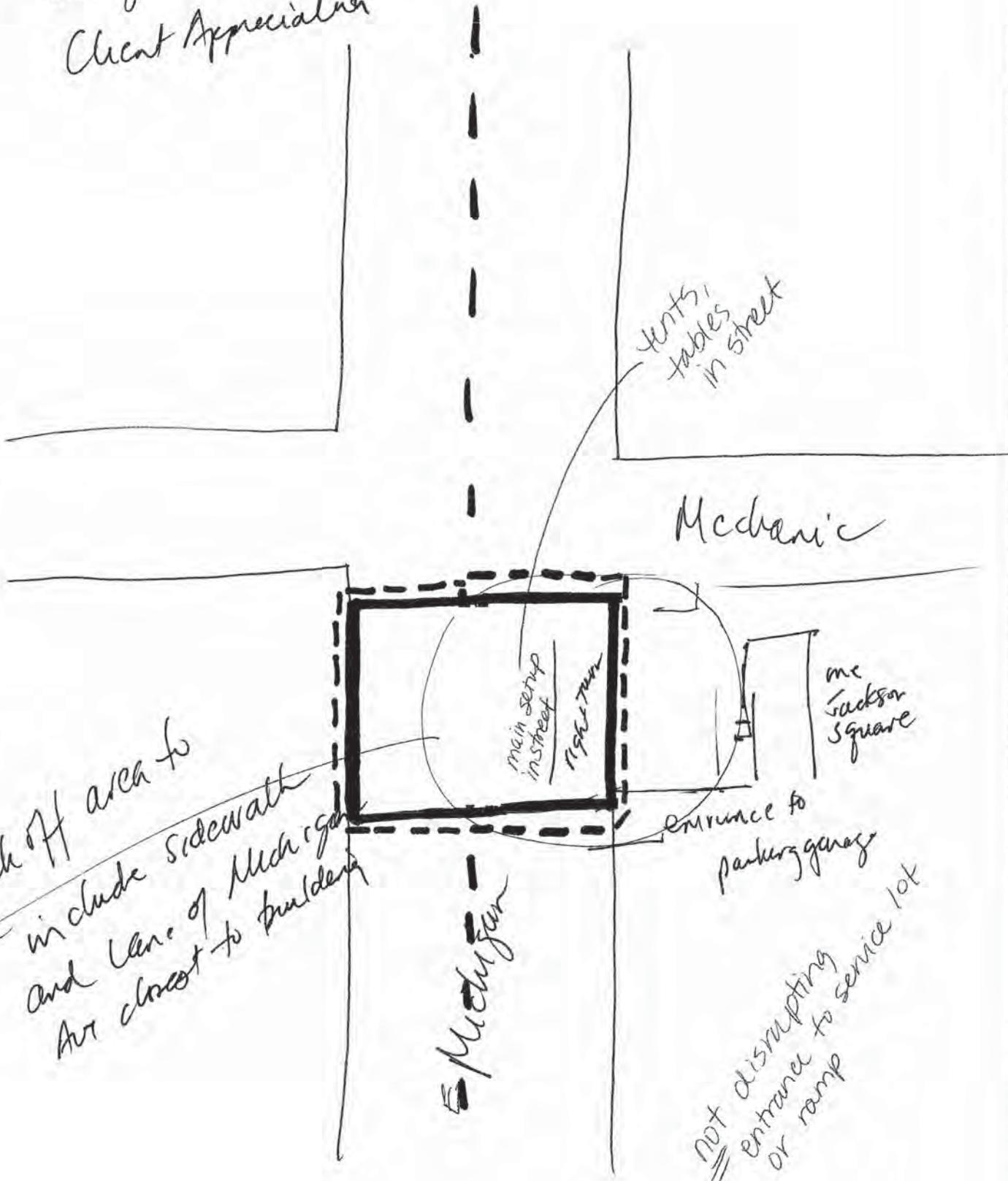
Mc  
Jackson  
Square

block off area to  
include sidewalk  
and lane of Michigan  
As close to building

Michigan

Entrance to  
parking garage

Not disrupting  
entrance to service lot  
or ramp





Jackson Downtown Development Authority

August 14, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **St. John Jackson Family Fall Festival**

**MOTION Approval of the request from St. John Jackson Family Fall Festival to conduct their Jackson Family Fall Festival at Nixon Park and throughout neighboring streets on September 21 at 3:00 p.m. – September 23 at 7:00 p.m., 2012. Insurance approval has been granted by the City Attorney.**

**DEPARTMENTAL APPROVAL SUMMARY**

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

<b>Department</b>	<b>Approval</b>	<b>Denial</b>	<b>Economic Impact</b>
Police	x		\$185
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$0
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			<b>\$185</b>

**Conditions and Considerations:**

- Any markings on pavement/sidewalk will need to be done in temporary marker, ie chalk
- Applicant is responsible for removal/cleanup of trash, garbage, and debris
- No stakes may be impaled into road or parking lot surfaces

**Insurance Status:** Pending

att: Special Event Application: **St. John Jackson Family Fall Festival**  
Run Route Map  
Event Layout

JG/jt

*Handwritten initials*

# CITY OF JACKSON SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: 5/29/12 Time: 8:05 By: JH

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: St. John Jackson Family Fall Festival

Organization Address: 704 N. East Ave, Jackson 49202

Organization Agent Elaine Crosby

Title: Coordinator

Phone: (work) 841-9203 Phone: (home) 563-8476 Phone: (during the event) 745-4653

Agent's Address 704 N. East Ave, Jackson 49202

Agent's E-Mail Address ecrosby@jcsjacksonareacatholicschools.org

Event Name Jackson Family Fall Festival

Please give a brief description of the proposed special event: the festival is a three day event with carnival rides, run, children's games, food tents and dinners, craft tent, car show, bake sale, fireworks and entertainment.

Event Day(s) & Date(s) September 21-23, 2012

Event Time(s) 9/21 3pm-midnight, 9/22 10am-midnight, 9/23 noon-7:00pm

Set-Up Date & Time during the day of 9/20

Tear-Down Date & Time immediately following on the 23rd

Event Location Festival held behind St. John and JCMS schools, fireworks at Nixon Park, race on neighboring sts.

**ANNUAL EVENT:** Is this event expected to occur next year? (circle one) YES NO  
How many years has this event occurred? 6

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

**STREET CLOSURES:** Start Date/Time n/a through Date/Time: n/a

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

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

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

If yes, please attach liquor license and liquor liability insurance. → in process

If yes, what time? 9/21 3pm-midnight, 9/22 noon-midnight, 9/23 noon-6pm

**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.

*FRI - Steve Berkemeier, SAT - Pro DJ's, SUN - HY-NOTES*  
**ATTENDANCE:** What is the expected (estimated) attendance for this event? Approx. 20,000 during weekend

**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. *- in process*

**REST ROOMS:** Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? 10 porta johns and well as inside bathrooms

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

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

We are requesting the use of Nixon Park baseball diamonds for Saturday night fireworks as well as use of the parking lot during the festival. We would like to have the Nixon parking lot lights on during the evening festival hours. We will also be holding a 5K run. The route is attached. We will have race marshals but police presence would be welcome. Beer and wine will be served in the Entertainment Tent with strict hours for minors. Security is present at the tent and no alcohol is allowed outside the tent A liquor license is in the application process with the MLCC.

**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.

5/25/12

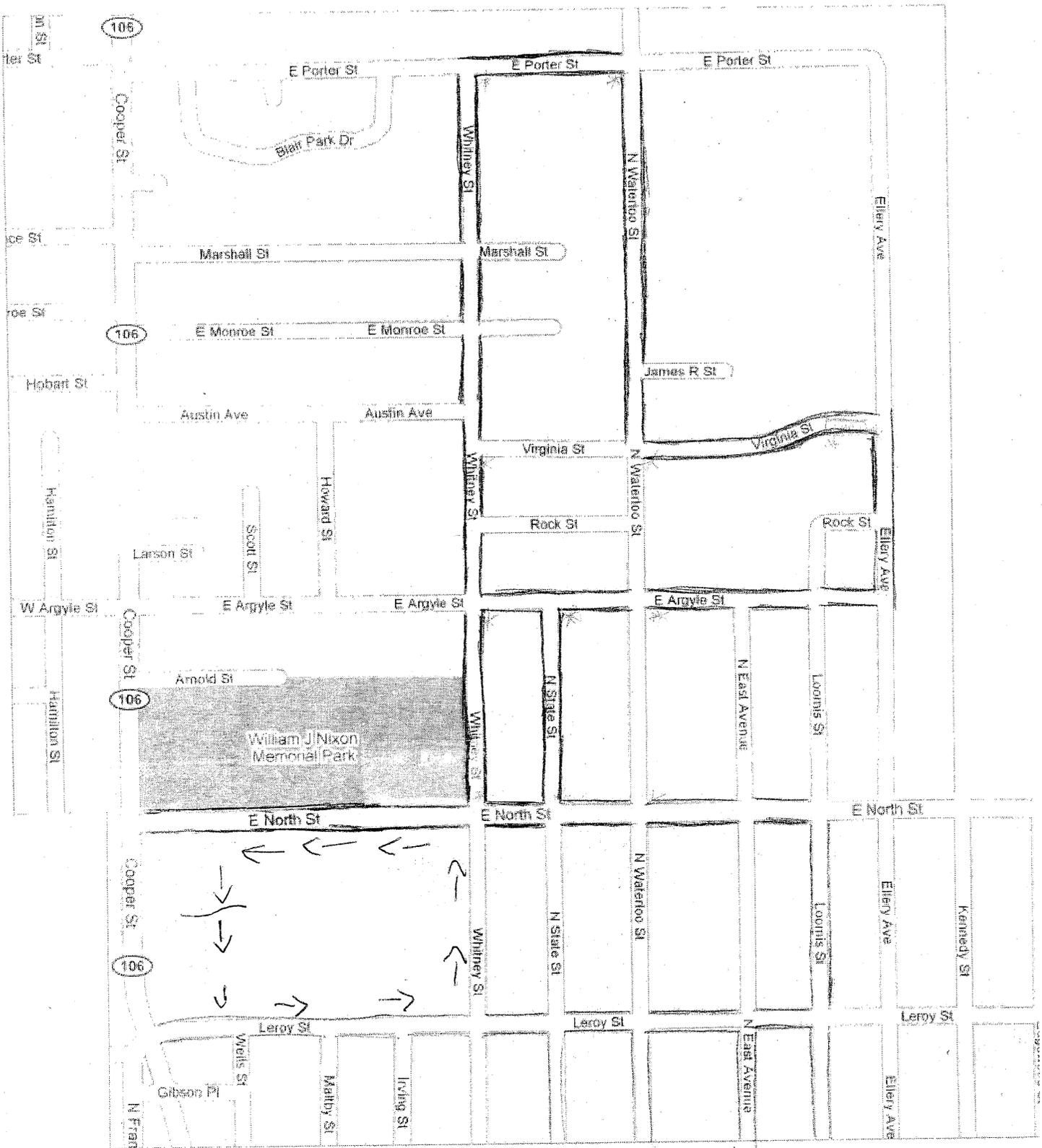
Date

*Elaine P. Cross*  
Signature of Sponsoring Organization's Agent

*Elaine P. Cross*

**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**

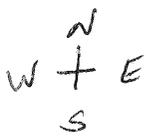




Start/finish school parking lot

Kids 1K fun run 11am start time  
 - Police assistance needed on North St.

# JACKSON FAMILY FALL FESTIVAL



NORTH ST

Fencing

School

Carnival Rides

FENCING

Parking →

School

Volunteer trailer

Kids Ac-  
tivity

Bake

Dinners

← entrance

Entrance  
w/ security

Entertain-  
ment  
Tent

Cooper St

School  
Gym

Food  
Court

Craft Tent

Fencing

CAR SHOW

LEROY ST



Jackson Downtown Development Authority

August 14, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Public Prayer**

**MOTION Approval of the request from St. John the Evangelist Church to conduct Public Prayer at the Riverwalk Amphitheater on Sunday, October 14th, 2012 from 2:00 to 3:00 p.m. This event is contingent upon receipt of proper insurance coverage, as insurance company requires purchase of non-refundable special event insurance.**

**DEPARTMENTAL APPROVAL SUMMARY**

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

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

**Conditions and Considerations:**

None

**Insurance Status:** Pending

att: Special Event Application: **Public Prayer**

JG/jt

PAID

### CITY OF JACKSON SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: 7/11/12 Time: 1:30 PM By: JH

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: St. John the Evangelist Church

Organization Address: 311 Francis St.

Organization Agent Cindy Smith Title: Parishioner

Phone: (work) 841-3720 Phone: (home) 9376786 Phone: (during the event) 9376786

Agent's Address 1036 S. Durand St.

Agent's E-Mail Address Cynthiamsmith@aol.com

Event Name Public Prayer

Please give a brief description of the proposed special event: Gathering of people to pray for the well being of our nation

Event Day(s) & Date(s) Sunday, Oct. 14th 2012

Event Time(s) 2:00 pm - 3:00 pm

Set-Up Date & Time Sunday 14th 11:00 am Tear-Down Date & Time Sunday 14th 3:00 pm

Event Location Riverwalk Amphitheater

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

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

STREET CLOSURES: Start Date/Time None through Date/Time: \_\_\_\_\_

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

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

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

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

**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? Childrens Choir - 10-12 people 250

**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.)  
\_\_\_\_\_  
none  
\_\_\_\_\_  
\_\_\_\_\_

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

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:  
A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy.  
A \$25 Special Event Application fee must be submitted along with this Special event Application.  
All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.  
The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.  
Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.  
As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

7.11.12  
Date

Cynthia Smith  
Signature of Sponsoring Organization's Agent

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



Jackson Downtown Development Authority

August 14, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Jackson Walk to Cure Diabetes**

**MOTION Approval of the request from Juvenile Diabetes Research Foundation to conduct their Walk to Cure Diabetes at Ella Sharp Park on Saturday, November 15th, 2012 from 8:00 a.m. to 12:00 p.m. This event is contingent upon receipt of proper insurance coverage, as insurance company requires purchase of non-refundable special event insurance.**

**DEPARTMENTAL APPROVAL SUMMARY**

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

<b>Department</b>	<b>Approval</b>	<b>Denial</b>	<b>Economic Impact</b>
Police	x		\$175
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$0
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			<b>\$175</b>

**Conditions and Considerations:**

- Any markings on pavement/sidewalk will need to be done in temporary marker, ie chalk

**Insurance Status:** Pending

att: Special Event Application: **Jackson Walk to Cure Diabetes**  
Route Map

JG/jt



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

Date Received By Clerk's Office: 5/29/12 Time: 3:00pm By: [Signature]

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

Sponsoring Organization's Legal Name: Juvenile Diabetes Research Foundation

Organization Address: 4595 Brogdmoor Ave SE, Ste 230 Kentwood, MI 49512

Organization Agent: Mike Wilson Title: Logistics

Phone: Work 517-474-4495 Home \_\_\_\_\_ During event \_\_\_\_\_

Agent's Address: 1595 Badgley Rd Jackson, MI 49203

Agent's E-Mail Address: mbkwilson33@sbcglobal.net

Event Name: Jackson Walk to Cure Diabetes

Please give a brief description of the proposed special event: To help raise awareness and donations to help find a cure for diabetes

Event Day(s) & Date(s): September 15, 2012 Event Time(s): 8AM to 12pm

Set-Up Date & Time: September 15 5AM Tear-Down Date & Time: September 15, 2012

Event Location: Ellis Sharp Park

**ANNUAL EVENT:** Is this event expected to occur next year?  YES  NO How many years has this event occurred? 14 years

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

**STREET CLOSURES:** Start Date/ Time: \_\_\_\_\_ 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, are liquor license and liquor liability insurance attached? YES  NO   
 If yes, what time? \_\_\_\_\_ until \_\_\_\_\_



**ENTERTAINMENT:** Are there any entertainment features related to this event?  YES  NO KIOS. 3 (VAN)  
 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? NO RAIN = 1500-2000 / RAIN = 300

**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? 3  
 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.)  
Need Police Dept. To Assist With traffic control  
(see MAP)

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

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

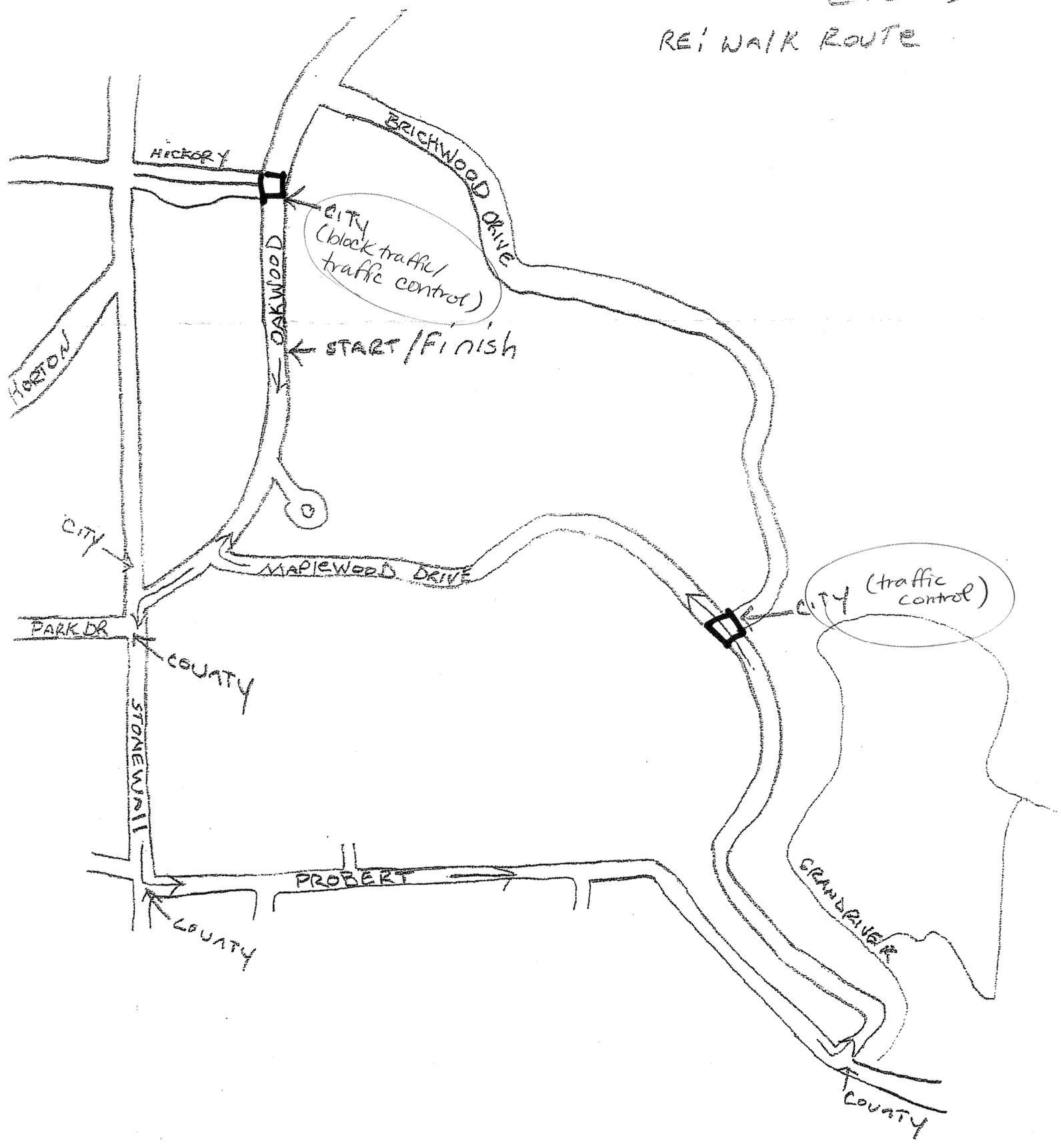
5-22-12  
 Date

  
 Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:  
 CITY CLERK'S OFFICE - ATTN: ANGELA ARNOLD  
 161 W. MICHIGAN AVENUE - JACKSON, MI 49201

ATTN: Angela Arnold  
FROM: Mike Wilson  
(JDRF)

RE: WALK ROUTE





# Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection  
(517) 788-4012

Code Enforcement  
(517) 788-4060

Engineering  
(517) 788-4160

Planning & Economic Development  
(517) 768-6433

## CITY COUNCIL MEETING August 14, 2102

**TO:** Honorable Mayor and City Councilmembers

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

**SUBJECT:** Request for Contract Extension – Bridge Consulting Services– Great Lakes Engineering

**RECOMMENDATION: TO APPROVE THE EXTENSION OF THE BRIDGE CONSULTING SERVICES CONTRACT WITH GREAT LAKES ENGINEERING GROUP, INC. OF LANSING, MICHIGAN, IN THE AMOUNT OF \$11,920.00 AND AUTHORIZATION FOR THE CITY MANAGER AND CITY CLERK TO EXECUTE THE APPROPRIATE CONTRACT EXTENSION DOCUMENTS**

On September 28, 2010, City Council approved a Bridge Consulting Services contract with Great Lakes Engineering Group, Inc. of Lansing, Michigan. The primary purpose of the contract is to perform bridge safety inspections and load rating for bridges under City of Jackson jurisdiction according to federal law. The consultant also provides advice on bridge maintenance issues on an as needed basis.

This contract will expire on October 13, 2012 and is subject to two 2-year extensions. The original contract was in the amount of \$19,820.00. Engineering is requesting that this contract be renewed for a first 2-year extension for the amount of \$11,920.00. This amount will cover inspection of all City bridges in October and anticipated load rating and maintenance consultation for the next two years. Great Lakes has agreed to the first extension of the contract utilizing existing contract prices. The cost of this work will be paid from the Major Street Fund.

Engineering recommends that the first 2-year extension of the Bridge Consulting Services contract with Great Lakes Engineering Group, Inc. in the amount of \$11,920.00 be approved by City Council and the Mayor and City Clerk be authorized to execute the appropriate documents.

RTM/sms

C: Randall T. McMunn, P.E., Assistant City Engineer  
Troy R. White, P.E., Civil Engineer III  
Lynn Fessel, Purchasing Agent  
Shelly Allard, Purchasing Coordinator  
Lucinda Schultz, Accounting Manager



GREAT LAKES ENGINEERING GROUP, LLC

July 31, 2012

Mr. Jon Dowling, P.E.  
City of Jackson  
161 W. Michigan Avenue  
Jackson, MI 49201

Re: Bridge Consulting Services – Contract Renewal for RFQP/10/002;  
Great Lakes Engineering Group, LLC; GLEG Project No: 1010-2-179

Dear Mr. Dowling:

Our current Bridge Consulting Contract for bridge safety inspections and consulting services is for two (2) years and will expire on October 13, 2012. The contract is subject to two (2) year extensions. We have been contacted by your office and have agreed to the first two (2) year contract extension utilizing the existing contract unit prices. The only difference is that instead of needing 60 hours of load rating budget, we propose 20 hours. There will be no need for stream cross section premium this inspection cycle as well. We also agree to budget for 40 hours of Bridge Consultation that will only be utilized when requested by the City.

If you should have any questions or concerns in regard to this matter, please do not hesitate to contact me at (517) 363-4400.

Sincerely,

GREAT LAKES ENGINEERING GROUP, LLC

Amy L. Trahey, P.E.  
President

Enclosure: Cost Proposal.

**BRIDGE CONSULTING SERVICES  
COST PROPOSAL  
SCHEDULE OF UNIT PRICES**

*1st 2 YEAR CONTRACT EXTENSION  
PRICES.*

Task No.	Work Item Description	Units	Estimated Quantity	Unit Price	Total
1	NBIS Bridge Inspections	LSUM	1	\$3,240	\$3,240
2	Special Bridge Inspections	LSUM	1	\$1,080	\$1,080
3	Load Rating Calculation	HR	<del>60</del> 20	\$180	<del>\$10,800</del> \$3,600
4	Stream Bed Cross-Sectioning	EA	<del>7</del>	<del>\$100</del>	<del>\$700</del> 0
5	Bridge Consultation	HR	40	\$100	\$4,000
	<b>TOTAL</b>				<del>\$19,820</del>

*\$11,920*

*ALT  
07.31.2012*



# Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection  
(517) 788-4012

Code Enforcement  
(517) 788-4060

Engineering  
(517) 788-4160

Planning & Economic Development  
(517) 768-6433

**CITY COUNCIL MEETING**  
**August 14, 2012**  
**NEW BUSINESS**

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, Deputy City Manager  
**SUBJECT:** CDBG and HOME Financial Summaries through July 31, 2012

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**RECOMMENDATION**

**To accept and place on file the CDBG and HOME Financial Summaries through July 31, 2012.**

Attached please find the Financial Summaries for CDBG and HOME funds for the one month ended July 31, 2012.

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

**City of Jackson  
Community Development Block Grant  
Monthly Financial Summary  
For the One Month Ended July 31, 2012**

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended- to-Date	Balance	Percent Spent
<b><u>Public Services</u></b>							
1 AWARE (FY 2011/2012)	5,500	4,580	920	920	5,500	-	100.0%
2 King Center Summer Program	40,000	-	-	-	-	40,000	0.0%
3 Salvation Army - Heating Assistance (FY 2011/2012)	55,954	48,354	7,600	7,600	55,954	-	100.0%
<b><u>Administration</u></b>							
4 Administration & Planning							
FY 2011/2012	205,000	106,871	(2,354)	(2,354)	104,517	100,483	51.0%
FY 2012/2013	215,000	-	-	-	-	215,000	0.0%
<b><u>Code Enforcement</u></b>							
5 City Code Enforcement Division							
FY 2011/2012	485,000	370,196	42,425	42,425	412,621	72,379	85.1%
FY 2012/2013	535,000	-	-	-	-	535,000	0.0%
6 City Attorney Office							
FY 2011/2012	29,000	22,663	2,954	2,954	25,617	3,383	88.3%
FY 2012/2013	52,000	-	-	-	-	52,000	0.0%
<b><u>Housing Rehabilitation Projects</u></b>							
7 City Emergency Hazard Repair Program							
FY 2010/2011	125,000	112,395	10,031	10,031	122,426	2,574	97.9%
FY 2011/2012	54,900	-	-	-	-	54,900	0.0%
FY 2012/2013	104,000	-	-	-	-	104,000	0.0%
8 World Changers							
FY 2010/2011	45,585	33,383	-	-	33,383	12,202	73.2%
FY 2011/2012	40,000	-	-	-	-	40,000	0.0%
9 City Rehab Administration (Denied Loans)							
FY 2010/2011	1,000	348	462	462	810	190	81.0%

	<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 2012/2013	1,000	-	-	-	-	1,000	0.0%
10 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%
<b><u>Street Projects</u></b>							
11 Mason - Jackson to Francis (FY 2009/2010)	141,910	139,763	-	-	139,763	2,147	98.5%
12 Special Assessments (FY 2009/2010)	22,718	3,096	-	-	3,096	19,622	13.6%
13 Wilkins - Jackson to Williams (FY 2010/2011)	103,000	93,599	-	-	93,599	9,401	90.9%
14 Wilkins - Williams to Mechanic (FY 2010/2011)	106,000	-	-	-	-	106,000	0.0%
15 Special Assessments (FY 2010/2011)	10,000	-	-	-	-	10,000	0.0%
16 Biddle - Jackson to Williams (FY 2011/2012)	53,000	5,750	-	-	5,750	47,250	10.8%
17 Forest - Bend to Edgewood (FY 2011/2012)	106,000	6,307	-	-	6,307	99,693	6.0%
18 Homewild - Ellery to Edgewood (FY 2011/2012)	119,000	7,546	-	-	7,546	111,454	6.3%
19 Special Assessments (FY 2011/2012)	25,000	-	-	-	-	25,000	0.0%
<b><u>Other Projects</u></b>							
20 Public Works - curb ramps							
FY 2011/2012	10,000	1,714	-	-	1,714	8,286	17.1%
FY 2012/2013	10,000	-	-	-	-	10,000	0.0%
<b><u>Economic Development</u></b>							
21 Job Creation Loans (FY 2010/2011)	50,000	-	-	-	-	50,000	0.0%
<b><u>Public Improvements</u></b>							
22 Demolition Engineering - 212 W Mich (FY 2010/2011)	38,000	-	-	-	-	38,000	0.0%
23 Demolition - Neighborhood Economic Stabilization	494,924	-	-	-	-	494,924	0.0%

NOTE: All funds are FY 2011/2012 allocations unless otherwise indicated

**City of Jackson  
HOME  
Monthly Financial Summary  
For the One Month Ended July 31, 2012**

	<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 2011/2012	144,017	94,865	49,152	49,152	144,017	-	100.0%
FY 2012/2013	184,391	-	12,321	12,321	12,321	172,070	6.7%
2 HOME Administration							
FY 2011/2012	32,189	-	32,189	32,189	32,189	-	100.0%
FY 2012/2013	25,500	-	-	-	-	25,500	0.0%
3 JAHC - Downpayment Assistance							
FY 2010/2011	40,000	20,365	3,000	3,000	23,365	16,635	58.4%
4 JAHC - CHDO Operating Expenses							
FY 2009/2010	15,000	6,901	123	123	7,024	7,976	46.8%
FY 2010/2011	18,000	-	-	-	-	18,000	0.0%
5 CAA - CHDO Operating Expenses							
FY 2011/2012	16,000	-	-	-	-	16,000	0.0%
FY 2012/2013	12,500	-	-	-	-	12,500	0.0%
6 JAHC - CHDO Acquisition/Rehab/Resale							
FY 2010/2011	90,000	73,146	-	-	73,146	16,854	81.3%
7 CAA - CHDO Acq/Rehab/Resale (FY 2011/2012)							
FY 2011/2012	53,250	-	-	-	-	53,250	0.0%
FY 2012/2013	40,000	-	-	-	-	40,000	0.0%
8 JAHC - Administration (FY 2010/2011)	6,000	5,652	348	348	6,000	-	100.0%
9 Habitat for Humanity (FY 2011/2012)	75,000	13,706	-	-	13,706	61,294	18.3%
10 City - Acq/Rehab/Resale (FY 2011/2012)	240,000	119,420	-	-	119,420	120,580	49.8%



## City Assessor

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161 West Michigan Avenue • Jackson, Michigan 49201  
Telephone: (517) 788-4033 • Facsimile: (517) 780-4762

# Memo

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To: Honorable Mayor & City Councilmembers  
From: David Taylor, City Assessor *DT*  
CC: Jonathan Greene, Executive Director, Downtown Development Authority  
Jon Dowling, City Engineer  
Lynn Fessel, City Clerk  
Date: August 6, 2012  
Re: Hearing of Necessity for Meterless Parking Special Assessment Roll

---

Please place on the agenda for Tuesday August 14, 2012 the following item:

Request to establish September 11, 2012 in the City Council Chambers, as the time and place to hold the public hearing of necessity for the 2012-2013 Meterless Parking Special Assessment Roll.

On January 12<sup>th</sup> 2012 the Downtown Development Authority Board endorsed the continuation of the meterless parking for the 2012-2013 budget year.

# 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

MEMO TO: City Councilmembers  
FROM: Martin J. Griffin, Mayor *mjg/s*  
DATE: August 7, 2012  
SUBJECT: Appointment/Confirmation of Deputy City Manager to Various  
Boards and Commissions

It is my desire to appoint/confirm that Deputy City Manager Patrick Burtch, will serve on the following boards and commissions beginning immediately serving in the City Manager's position on each:

**BOARD OR COMMISSION**

City Planning Commission  
City of Jackson Building Authority  
Local Development Finance Authority/Brownfield Redevelopment Authority  
Parks & Recreation Commission (ex-officio)  
Police & Fire Pension Board – Act 345  
Region 2 Planning Commission

**The following are boards on which the City Manager is automatically placed:**

Police & Fire Board of Trustee's – Original  
City Employees Retirement Board of Trustees  
The Enterprise Group (City Manager and Mayor serve)

MJG:skh



# Neighborhood & Economic Operations

## Building a Stronger Jackson

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

### CITY COUNCIL MEETING AUGUST 14, 2012

MEMO TO: Honorable Mayor Griffin & City Councilmembers

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

DATE: August 8, 2012

SUBJECT: **Proposed Ordinance A amendments to Chapter 28 (Zoning); Standards for Fences, Walls, and Landscape Berms**

HEARING: Open a Public Hearing to receive comment on the proposed amendments to Chapter 28 (Zoning) of the City of Jackson Code of Ordinances which would replace Sec. 28-125 (standards for fences, walls, and landscape berms) and amending Sec. 28-5 (definitions) to accommodate the new fencing and landscaping (Sec. 28-105) standards.

#### RECOMMENDATION FROM THE PLANNING COMMISSION:

To adopt of an ordinance replacing Sec. 28-125 (standards for fences, walls, and landscape berms) and amending Sec. 28-5 (definitions) to accommodate the new fencing and landscaping (Sec. 28-105) standards (*Planning Commission and Staff recommends approval*).

The proposed standards for fences, walls, and landscape berms provide the City with a needed tool to improve the physical environment of Jackson. The proposed ordinance revisions were developed to revise requirements for fencing standards and create new requirements for wall and protective barrier design standards. These revisions will assure that proper and safe materials are being used that will protect property values and protect the safety of citizens. They will also require that there is a buffer and separation between conflicting land uses and that fences not obstruct the view of pedestrian and vehicular traffic.

The ordinance also continues the ongoing effort to make it easier to administer the Zoning Ordinance by streamlining approval procedures and reducing the number of Planning Commission and Zoning Board of Appeals approval requests.

Attached, you will find the memorandum that was sent to the Planning Commission, which provides more details regarding the proposed ordinance.

The Planning Commission reviewed and considered this ordinance at their August 1, 2012 meeting and is recommending that Council adopt the revisions as proposed to Chapter 28 of the City of Jackson Code of Ordinances.

BH

Att': Planning Commission Memorandum  
Proposed Ordinance  
Public Notice



## Neighborhood & Economic Operations Building a Stronger Jackson

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Phone (517) 788-4060 • Facsimile (517) 780-4781

### PLANNING COMMISSION MEETING AUGUST 1, 2012

**MEMO TO:** Planning Commissioners

**FROM:** Barry Hicks, AICP, Planning Director  
Grant Bauman, AICP, Principle Planner (Region 2 Planning Commission)

**DATE:** July 26, 2012

**SUBJECT:** **Proposed Ordinance Amendments to Chapter 28 (Zoning); Standards for Fences, Walls, and Landscape Berms**

**HEARING:** Open a Public Hearing to receive comment on the proposed amendments to Chapter 28 (Zoning) of the City of Jackson Code of Ordinances by replacing Sec. 28-125 (standards for fences, walls, and landscape berms) and amending Sec. 28-5 (definitions) to accommodate the new fencing and landscaping (Sec. 28-105) standards.

**MOTION:** Consideration of recommending that City Council adopt ordinances revising Sec. 28-125 (standards for fences, walls, and landscape berms) and amending Sec. 28-5 (definitions) to accommodate the new fencing and landscaping (Sec. 28-105) standards (*Staff recommends approval*).

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The proposed Landscaping standards provide the City with a needed tool to improve the physical appearance of Jackson, thereby protecting the health, safety, and general welfare of its residents and business owners. The ordinance also continues the ongoing effort to make it easier to administer the Zoning Ordinance by streamlining approval procedures and reducing the number of Planning Commission and Zoning Board of Appeals approval requests.

The proposed ordinance revisions were developed to revise requirements for fencing standards and create new requirements for wall and protective barrier design standards. These revisions will assure that proper and safe materials are being used that will protect property values and protect the safety of citizens. They will also require that there is a buffer and separation between conflicting land uses and that fences not obstruct the view of pedestrian and vehicular traffic.

The Zoning Ordinance Revisions Task Force (ZORTF) is comprised of Barry Hicks (Planning Director), Patrick Burtch (Deputy City Manager), Bethany Smith (Deputy City Attorney), Frank Donovan (Chief Building Official), and Grant Bauman (Principal Planner, Region 2 Planning Commission). The task force was joined by Troy White from the City Engineering Department to assist with establishing and assuring that certain engineering standards within the ordinance are in coordination with similar engineering requirements. An initial draft was created to fit into the existing structure of the City Code. Once that was complete, City staff commenced editing Sec. 28-125 into its current form over the course of several meetings with the assistance of a Region 2 Planner. Amendments to Sec. 28-5 are also recommended in order to define certain terms used as a result of the proposed revisions.

The remainder of this memo contains a summary of salient points regarding the proposed Ordinance:



- Various definitions are proposed for addition or replacement to Sec. 28-5 including clarification regarding various types of fences/walls (i.e., non-privacy and privacy) and yards (i.e., rear yards, side yards, and addressed and non-addressed front yards).
- Subsection 28-125 (b) contains general standards for fences and walls, as well as landscape berms, noting that those features do not require a permit if they are 2½ tall or less and that taller features must comply with the standards regarding visibility at intersection located in Section 28-126 (scheduled for PC review in August).
- Subsection (c) contains standards for fences/walls in residential districts, including the allowance of taller fencing in non-addressed front yards. Subsection (d) contains similar regulations for commercial and industrial districts.
- Subsection (e) contains new standards for the installation of protective fencing during construction around existing vegetation and other landscape features proposed for preservation.
- Subsection (f) provides a listing of prohibited fencing.

Att': Proposed Ordinance  
Public Notice

ORDINANCE 2012.\_\_\_\_

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan by replacing Sec. 28-125 (standards for fences, walls ,and landscape berms) and amending Sec. 28-5 (definitions) to accommodate the new fencing and landscaping (Sec. 28-105) standards.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

To revise the fencing standards to enhance the traditional urban character and form of the City of Jackson, thereby enhancing its economic vitality, aiding in the creation of a pedestrian friendly environment, and protecting property values.

Section 2. That Article I of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to include the following definition(s):

ARTICLE I. IN GENERAL

...

**Sec. 28-5. Definitions.**

...

~~— *Fence* means any artificially constructed barrier which is used to enclose, separate, or screen areas of land or as a means of protection.~~

*Fence or wall* means any artificially constructed barrier which is used to enclose, separate, or screen areas of land or as a means of protection. For the purposes of this Chapter a fence or wall is considered an accessory structure and must be constructed of materials that are all weather and zero maintenance. Treated wood must meet the American Wood Protection Association’s UC4B standard for ground contact (heavy duty).

- (1) *Privacy fences or walls* are eighty (80) percent or more opaque and of sufficient height to provide a visual buffer.
- (2) *Non-privacy fences or walls* are less than eighty (80) percent opaque or of insufficient height to provide a visual buffer.

*Wall* (please see ‘fence or wall’)

~~— *Yard, front,* means an open space extending the full width of a lot between any part of a building and the front lot line, unoccupied and unobstructed from the ground upward, except as hereinafter specified (see "yards" diagram following this section).~~

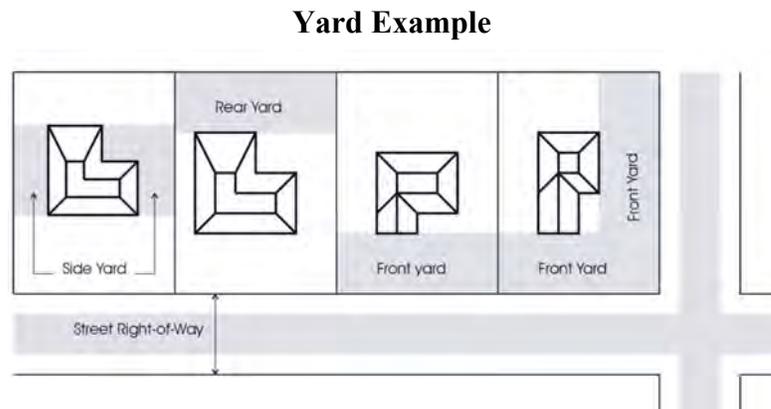
~~— *Yard, rear,* means an open space extending the full width of a lot between any part of a building and the rear lot line, unoccupied and unobstructed from the ground upward, except as~~

~~hereinafter specified. In the case of double frontage lots and corner lots, there will be no rear yard (see "yards" diagram following this section).~~

~~—Yard, side means an open space extending from the front yard to the rear yard between the side lot line and the nearest point of the main building or of an accessory building attached thereto, unoccupied and unobstructed from the ground upward, except as hereinafter specified (see "yards" diagram following this section). In the case of double frontage or corner lots, all yards other than front yards shall be deemed side yards.~~

*Yard* means a required open space of prescribed width or depth on the same land with a building or group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is unoccupied and unobstructed by a principal structure or portion of a structure from the ground upward, except as provided otherwise in this Chapter.

- (1) *Front Yard* means a yard extending the full width of a lot and situated between a street line and a front building line parallel to the street line. The depth of the front yard shall be measured at right angles to a straight line joining the foremost points of the side lot lines in the case of rounded property corners at street intersections.



Where the radius of the curve is thirty (30) feet or less, the foremost point of the side lot line shall be assumed to be the point at which the side and front lot lines would have met without such rounding. If the radius of such curve exceeds thirty (30) feet, the yard shall be parallel to the street line. The front and rear yard lines shall be parallel.

- a. *Addressed Front Yard*, means all front yards will be considered the addressed (primary) front yards of the lot, excluding corner and through lots.
  - b. *Non-Addressed Front Yard* means that the non-addressed front yard will be considered the secondary front yard and regulated accordingly, for corner and through lots.
- (2) *Rear Yard* means a yard extending the full width of the lot between the interior side yard lines and situated between the rear lot line and the rear building line and parallel to the rear lot line. In the case of corner and through lots, there shall be no rear yards but only front and side yards.
- (3) *Side Yard* means a yard situated between the side building line and adjacent side lot line and situated between the rear yard and front yard. In the case of corner lots and through lots it is the yard situated between the side building line and adjacent lot line situated between the front yards.

Section 3. That Article IV of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

#### ARTICLE IV. SITE AND BUILDING DESIGN STANDARDS

...

#### **Sec. 28-125. Standards for fences, walls, and landscape berms.**

All fences, walls, and landscape berms of any nature, type or description located in the City of Jackson must conform to the following regulations:

- (a) *Approval required.* The erection, construction or alteration of any fence, wall or other type of protective barrier must be approved by the Zoning Administrator (or designee) as to conformance with the requirements of the zoning district and this Section.
- (b) *General fence, wall, and landscape berm standards.*
  - (1) *Fence wall, or landscape berm height measurement.* The height of a fence, wall, or landscape berm will be measured using the following method:
    - a. The permitted height of all fences, walls, and landscape berms will be measured from the ground elevation adjacent to the fence, wall, or berm, as determined by the Zoning Administrator (or designee).
    - b. Where elevations differ by more than four (4) feet within ten (10) feet of side or rear lot lines, the Zoning Administrator (or designee) may allow additional fence, wall, or landscape berm height for the property at the lower elevation.
    - c. The permitted height of fences or walls will not be measured from an area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a taller fence than permitted by this Chapter (e.g. the height of fences erected on a berm will be measured from the finished grade adjacent to the edge of the berm).
  - (2) *Masonry walls.* Masonry walls must be constructed of the same or complementary building material to that of the principal structure and must be un-pierced (except for pedestrian and vehicular connections) and have a decorative cap. Cement or slag blocks will not be permitted.
  - (3) *Visibility at intersections:* All fences in the front yards must comply with the requirements of Subsection 28-126, visibility at intersections.
  - (4) *Decorative fences, walls and landscape berms.* Fences, walls, and landscape berms which are two and a one-half (2½) feet or less in height are considered decorative and do not require a permit.
  - (5) *Landscape berms.* Where provided, landscape berms must conform to the following standards.

- a. Berms must comply with the height restrictions for fences and walls in Subsections 28-125 (c) and (d), but in no case may they be maintained at a continuous height. All berms must be undulating and include gaps where deemed necessary.
- b. Sides of the berm must be constructed with slopes no steeper than one (1) foot vertical for each three (3) feet horizontal.
- c. In measuring slope and height, grade elevation will be the average ground elevation adjacent to the proposed berm.
- d. Side slopes must be protected from erosion by sod, seed or other living ground cover. If slopes are seeded, they must be protected until the seed germinates and a permanent lawn is established.

(c) *Fences and walls in the residential districts and manufactured housing communities*

- (1) Ornamental fences and walls located in the required and addressed front yard –meeting the definition of a non-privacy fence and not intended to restrain animals of any kind– may be up to three (3) feet in height, unless otherwise approved by the Zoning Administrator (or designee), and must be set back at least one (1) foot from the sidewalk/right-of-way line.
- (2) Fences and walls located in the required and non-addressed (secondary) front yard of a corner or through-lot must be setback from the property line as follows, unless otherwise approved by the Zoning Administrator (or designee):
  - a. No less than one (1) foot for ornamental fences and walls –meeting the definition of a non-privacy fence and not intended to restrain animals of any kind– up to three (3) feet in height;
  - b. No less than four (4) feet for fences and walls up to four (4) feet in height with at least 4 shrubs per each 20 linear feet in the required setback.
  - c. No less than six (6) feet for fences and walls up to six (6) feet in height with at least 4 shrubs per each 20 linear feet in the required setback.
- (3) Fences and walls located in the side and rear yards may have a maximum height of six (6) feet, unless otherwise approved by the Zoning Administrator (or designee), and may be located on the property line assuming the front yard fencing requirements are satisfied.
- (4) Residents are encouraged to utilize ornamental materials, including but not limited to materials such as wrought iron, brick, stone, and similar replications of these materials, such as vinyl fencing that has the appearance of one of these materials.
- (5) Fencing materials must be all weather and zero maintenance. Treated wood must meet the American Wood Protection Association’s UC4B standard for ground contact (heavy duty)

- 
- (6) Chain link or similar fencing is permitted everywhere except within the front yard.
  - (7) The finished side of a fence or wall must face outward toward any adjacent property or right-of-way.
  - (8) No fences or walls are permitted within the required site clearance triangles (see Section 28-126). The same site clearance triangle applies to solid fences abutting detached garages located on the non-addressed frontage of a corner lot (see Section 28-126).
- (d) *Fences and walls in commercial and industrial districts.*
- (1) No fence or wall may exceed eight (8) feet in height, unless otherwise approved by the Zoning Administrator (or designee).
  - (2) No fences or walls may be located in the required and addressed front yard unless it is part of a conditional use permit request for an automobile wrecking and salvage yard (see Section 28-71 (14)), junkyard (see Section 28-71 (80)), or similar use,
  - (3) Fences located in the required non-addressed (secondary) front yard of a corner or through-lot, must be set back from the property line, unless otherwise approved by the Zoning Administrator (or designee), as follows:
    - a. No less than one (1) foot for ornamental fences and walls –meeting the definition of a non-privacy fence and not intended to restrain animals of any kind– up to three (3) feet in height;
    - b. No less than four (4) feet for fences up to four (4) feet in height with at least 4 shrubs per each 20 linear feet in the required setback;
    - c. No less than six (6) feet for fences up to six (6) feet in height with at least 4 shrubs per each 20 linear feet in the required setback; and
    - d. No less than eight (8) feet for fences up to eight (8) feet in height with at least 4 shrubs per each 20 linear feet in the required setback.
  - (4) All fences or walls must be ornamental in nature and should be made of wrought iron, wood, brick, stone and similar replications of these materials. However, when abutting residentially zoned and/or used property, and when used to screen parking or outdoor storage areas, the fence must be constructed of an opaque weatherproof material.
  - (5) Fencing materials must be all weather and zero maintenance. Treated wood must meet the American Wood Protection Association’s UC4B standard for ground contact (heavy duty).
  - (6) Chain link or similar fencing is permitted everywhere except within the front yard and when abutting residentially zoned and/or used property.
-

- 
- (7) No fences or walls are permitted within the required site clearance triangles (see Section 28-126).
  - (e) *Protective fences.* During construction, protective fencing must be placed around existing vegetation proposed for preservation and other site elements which cannot be easily removed or stored.
    - (1) Proposed protective fencing must be clearly identified on the landscape plan and approved by the Zoning Administrator (or designee) in terms of height and materials.
    - (2) Protective fencing cannot be located closer than one (1) foot outside the perimeter of the following, as identified on the landscape plan:
      - a. The drip lines of existing trees and shrubs; and
      - b. Planting beds and other site element.
  - (f) *Prohibited fences.* The following fences are prohibited:
    - (1) A fence consisting in whole or part of coils of barbed wire, concertina wire or razor wire;
    - (2) A fence with razored edges, broken glass, affixed spikes, projecting nails or other pointed instruments of any kind or description attached; fence gates cannot be constructed so as to create a hazard to the public by the projection of any pointed instrument or member when open or partially open;
    - (3) A fence charged or connected with an electrical current, provided however, this provision cannot be construed to apply to electrical fences installed below ground as elements of an animal control or security system;
    - (4) A standard barbed wire fence except upon essential service sites or industrial properties which do not abut property zoned or used for residential purposes; in such locations, standard barbed wire may be installed on the top of a fence on arms or cradles extending inward over the owner's property provided that the fence has a minimum height of six (6) feet above the adjacent grade and the combined height of the fence and barbed wire and arms does not exceed eight (8) feet above the adjacent grade;
    - (5) A chain link or similar fencing, unless otherwise permitted in this Section.
    - (6) A fence which consists in whole or part of woven plastic or other similar materials utilized within a chain link fence; and
    - (7) A fence with all metal opaque paneling (e.g., barn siding, roof material, etc.) unless it is part of a conditional use permit request for an automobile wrecking and salvage yard (see Section 28-71 (14)), junkyard (see Section 28-71 (80)), or similar use.



## Neighborhood & Economic Operations Building a Stronger Jackson

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

**Published in the Jackson Citizen Patriot on July 17, 2012**

### **Notice of Public Hearing**

The Jackson City Planning Commission and Jackson City Council will hold public hearings to consider text amendments to the City's planning and zoning ordinances. This notice was prepared and distributed in accordance with Sec. 103 of the Michigan Zoning Enabling Act (MCL 125.3103).

#### **The request was made by:**

The City of Jackson  
161 W. Michigan Avenue  
Jackson, MI 49201

#### **The proposed text amendments:**

The proposed amendments to the zoning ordinance (Chapter 28) include changes to: Sec. 28-125. – Standards for fences, walls, and other protective barriers. Additional amendments to other sections of the zoning ordinance may be made for the purpose of keeping the language throughout the ordinance consistent with the proposed text amendments to the aforementioned section.

#### **The reason for the text amendments:**

The proposed amendments will revise requirements for fencing standards and create new requirements for wall and protective barrier design standards. These revisions will assure that proper and safe materials are being used that will protect property values and protect the safety of citizens. They will also require that there is a buffer and separation between conflicting land uses and that fences not obstruct the view of pedestrian and vehicular traffic.

#### **The effect of adopting the text amendments:**

The proposed changes will require that minimum fencing, wall, or barrier standards are met when new developments, structures, changes of use or land are proposed or when alterations or expansions are made to existing sites or structures.

The public hearings before the City Planning Commission and City Council will be held on:

**Planning Commission – Wednesday, August 1, 2012 at 6:30 pm**

**City Council – Tuesday, August 14, 2012 at 7:00 pm**

The meetings will be held in the

**City Hall Council Chambers, 2nd floor  
161 W. Michigan Avenue**

The meetings will be held in the

**City Hall Council Chambers, 2nd floor  
161 W. Michigan Avenue**

Please contact Barry Hicks at (517) 768-6433 or [bhicks@cityofjackson.org](mailto:bhicks@cityofjackson.org) to view, ask questions about, or comment upon the proposed text amendments.

By: Barry Hicks, AICP  
Planning Director



# Neighborhood & Economic Operations

## Building a Stronger Jackson

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

### CITY COUNCIL MEETING AUGUST 14, 2012

MEMO TO: Honorable Mayor Griffin & City Councilmembers

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

DATE: August 8, 2012

SUBJECT: **Proposed Ordinance Amendments to Chapter 28 (Zoning); Landscape Standards**

HEARING: Open a Public Hearing to receive comment on the proposed amendments to Chapter 28 (Zoning) of the City of Jackson Code of Ordinances which would replace Sec. 28-105 (landscape standards) and amending Sec. 28-5 (definitions) and Sec. 28-135 (site plan review procedures and requirements) to accommodate the new landscaping standards.

#### RECOMMENDATION FROM THE PLANNING COMMISSION:

To adopt an ordinance replacing Sec. 28-105 (landscape standards) and amending Sec. 28-5 (definitions) and Sec. 28-135 (site plan review procedures and requirements) to accommodate the new landscaping standards (Planning Commission and Staff recommends approval).

The proposed landscaping standards provide the City with a needed tool to improve the physical environment of Jackson and to control parking areas, thereby reducing storm water runoff and protecting the health, safety, and general welfare of its residents and business owners. Several elements are being proposed which are designed to aid in stabilizing the environment's ecological balance, encourage the preservation of existing trees and vegetation, provide visual buffering and enhance the beautification of the City, and to safeguard and enhance property values that protect public and private investment. The ordinance also continues the ongoing effort to make it easier to administer the Zoning Ordinance by streamlining approval procedures and reducing the number of Planning Commission and Zoning Board of Appeals approval requests.

Attached, you will find the memorandum that was sent to the Planning Commission, which provides more details regarding the proposed ordinance.

The Planning Commission reviewed and considered this ordinance at their August 1, 2012 meeting and is recommending that Council adopt the revisions as proposed to Chapter 28 of the City of Jackson Code of Ordinances.

BH

Att': Planning Commission Memorandum  
Proposed Ordinance  
Public Notice



## Neighborhood & Economic Operations Building a Stronger Jackson

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

### PLANNING COMMISSION MEETING AUGUST 1, 2012

**MEMO TO:** Planning Commissioners

**FROM:** Barry Hicks, AICP, Planning Director  
Grant Bauman, AICP, Principle Planner (Region 2 Planning Commission)

**DATE:** July 26, 2012

**SUBJECT:** **Proposed Ordinance Amendments to Chapter 28 (Zoning); Landscaping Standards**

**HEARING:** Open a Public Hearing to receive comment on the proposed amendments to Chapter 28 (Zoning) of the City of Jackson Code of Ordinances by replacing Sec. 28-105 (landscape standards) and amending Sec. 28-5 (definitions) and Sec. 28-135 (site plan review procedures and requirements) to accommodate the new landscaping standards.

**MOTION:** Consideration of recommending that City Council adopt ordinances revising Sec. 28-105 (landscape standards) and amending Sec. 28-5 (definitions) and Sec. 28-135 (site plan review procedures and requirements) to accommodate the new landscaping standards (*Staff recommends approval*).

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The proposed Landscaping standards provide the City with a needed tool to improve the physical appearance of Jackson, thereby protecting the health, safety, and general welfare of its residents and business owners. The ordinance also continues the ongoing effort to make it easier to administer the Zoning Ordinance by streamlining approval procedures and reducing the number of Planning Commission and Zoning Board of Appeals approval requests.

The proposed ordinance revisions were developed to: reduce the amount of impervious surfaces; provide additional landscape areas in parking lots to increase the amount of pervious surfaces; encourage aesthetically pleasing landscape environments; increase the amount of overall tree canopy space throughout the City to reduce the 'urban heat island' effect; establish landscaping criteria for new and existing development; and to create landscape islands in parking lots, therefore reducing the likelihood of a vehicle or pedestrian accidents in parking lots.

The Zoning Ordinance Revisions Task Force (ZORTF) is comprised of Barry Hicks (Planning Director), Patrick Burtch (Deputy City Manager), Bethany Smith (Deputy City Attorney), Frank Donovan (Chief Building Official), and Grant Bauman (Principal Planner, Region 2 Planning Commission). The task force was joined by Troy White from the City Engineering Department to assist with establishing and assuring that certain engineering standards within the ordinance are in coordination with similar engineering requirements. An initial draft was created to fit into the existing structure of the City Code. Once that was complete, City staff commenced editing Sec. 28-105 into its current form over the course of several meetings with the assistance of a Region 2 Planner. Amendments to Sec. 28-5 and Sec. 28-135 are also recommended in order to define certain terms used as a result of the proposed revisions.

The remainder of this memo contains a summary of salient points regarding the proposed Ordinance:



- Various definitions under the heading of ‘landscaping’ are proposed for addition to Sec. 28-5. Those definitions are referred to throughout Sec. 28-105, allowing a lengthy Section to be more concise and reducing the need for the duplication of language.
- Subsection 28-105 (c) requires a survey of existing vegetation and the further identification of any trees, shrubs, or groundcovers proposed for preservation.
- Subsection (d) contains the proposed Table of Landscape Standards as associated footnotes which contain general standards as well as others directed at greenbelts, buffer zones, berms/masonry walls, parking lots, loading and outdoor storage areas, and detention/retention ponds.
- Subsection (e) contains standards regarding proposed plants and the installation and Subsection (f) provides standards regarding their maintenance.
- Subsection (g) provides an applicant an opportunity to propose an alternative to any standard for which compliance is not feasible, including the payment of monies into the city tree fund established in Subsection (h).

Att’: Proposed Ordinance  
Public Notice

## ORDINANCE 2012.\_\_\_\_

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan by replacing Sec. 28-105 (landscape standards) and amending Sec. 28-5 (definitions) and Sec. 28-135 (site plan review procedures and requirements) to accommodate the new landscaping standards.

## THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

## Section 1. Purpose.

To revise the landscaping standards which enhance the traditional urban character and form of the City of Jackson, thereby enhancing its economic vitality, aiding in the creation of a pedestrian friendly environment, and protecting property values.

Section 2. That Article I of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

## ARTICLE I. IN GENERAL

...

**Sec. 28-5. Definitions**

...

*Landscaping* means the treatment of the ground surface with live plant materials such as, but not limited to, turf grass (i.e., lawns), ground covers, trees, shrubs, and other live plant material. In addition, a landscape design may include other decorative natural materials, as well as various types of mulch. Structural features such as fountains, pools, statues and benches shall also be considered a part of landscaping if provided in combination with live plant material. The following are applicable definitions related to landscaping:

- (1) *Buffer zone* means a strip of land required between certain zoning districts reserved for plant material, berms, walls or fencing singularly or in combination to serve as a visual and noise barrier.
- (2) *Caliper* means the diameter of a tree trunk in inches measured at diameter breast height (dbh) (i.e., four and one-half (4½) feet above the existing grade).
- (3) *Deciduous* means a tree or shrub that sheds its foliage at the end of the growing season.
- (4) *Drip line* means an imaginary vertical line that extends downward from the outermost tips of tree or shrub branches to the ground.
- (5) *Evergreen* means a tree or shrub with persistent foliage (i.e., needles or broadleaves) that remains green throughout the year.

- (6) *Greenbelt* means the land abutting a public street, private street or access drive that shall be reserved as a landscaped area to serve as an obscuring screen, noise abatement and visual enhancement along roadway corridors in accordance with Section 28-105, landscape standards.
- (7) *Ground covers* mean low-growing plants, including various types of:
  - a. Woody plants and vines (e.g., myrtle, pachysandra, ivy) planted to become dense after one (1) complete growing season and prevent weeds and soil erosion;
  - b. Perennials (i.e., flowers, herbs, ornamental grasses and other plants) which die back at the end of each growing season and regenerate at the beginning of the next growing season (including bulbs), planted to become dense after one (1) complete growing season and prevent weeds and soil erosion.
  - c. Annuals (i.e., flowers, herbs, ornamental grasses and other plants) which die at the end of each growing season in USDA Plant Hardiness Zone 6a, planted at sufficient density to prevent weeds and soil erosion.
- (8) *Landscape features* mean various manmade items typically found in the landscape including, but not limited to, outdoor furniture (e.g., benches, tables, and chairs, etc.), statuary, and birdbaths.
- (9) *Mulch* means processed pervious organic (e.g., shredded bark, wood chips, etc.) and inorganic (e.g., pea gravel, larger stones and rocks, etc.) materials utilized in planting areas to prevent weeds and soil erosion and retain soil moisture.
- (10) *Plant schedule* means a listing of the plants proposed as part of a landscape design which is keyed to the landscape plan as includes the following information: quantity (i.e., number of plants), common name, botanical name (i.e., genus, species, and variety (if applicable)) type (as defined in this Chapter), size (at time of installation), and root ball (i.e., ball and burlap (B&B), bare root, or container). Please see the Plant Schedule Example.

**Plant Schedule Example**

Key	Quant.	Common Name	Botanical Name	Type of Plant	Size	Root Ball
AE	4	Celebration® Maple	Acer x freemanii 'Celzam'	Canopy Tree	3-in Cal	B&B
CF	1	Flowering Dogwood	Cornus florida	Ornamental Tree	6-ft height	B&B
EA	5	Dwarf Burning Bush	Euonymus alatus 'Compacta'	Large Deciduous Shrub	3-ft height	Container
SJ	9	Little Princess Spirea	Spiraea japonica 'Little Princess'	Small Deciduous Shrub	2-ft height	Container
CO	3	Hinoki Fernspray Cypress	Chamaecyparis obtusa 'Filicoides'	Upright Evergreen Shrub	2-ft height	Container
TD	5	Densi Yew	Taxus densiformis 'Densi'	Spreading Evergreen Shrub	2-ft spread	Container
HH	80	Baltic Ivy	Hedera helix 'Baltica'	Ground Cover	N/A	Container

- (11) *Shrub* means a deciduous or evergreen plant which at maturity is less than thirteen (13) feet in height with multiple stems and having a general bushy appearance or maintained as a hedge.

- a. *Small* means a mature (or maintained) height of thirty (30) inches or less.
  - b. *Large* means a mature height between thirty (30) inches and thirteen (13) feet.
  - c. *Upright form* means taller than its width at maturity.
  - d. *Spreading form* means shorter than its width at maturity.
- (12) *Tree* means a woody plant which at maturity is thirteen (13) feet or more in height with a perennial trunk and having a definite crown of foliage.
- a. *Canopy tree* means a deciduous tree which has a height of twenty-five (25) feet or more and a single trunk with at least five (5) feet of clear stem at maturity.
  - b. *Ornamental tree* means a deciduous or evergreen tree that is typically grown because of its shape, flowering characteristics or other attractive features (e.g., exfoliating bark, multiple-stems, fruit, etc.) and typically grows to a mature height of twenty-five (25) feet or less.
- (13) *Turf grass* means any family of plants with narrow leaves normally grown as permanent lawns (i.e., turf) in southern Michigan.

*Lawn extension and/or terrace* means the area between the road curb and sidewalk (or the property line if no sidewalk exists).

Section 3. That Article IV of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

#### ARTICLE IV. SITE AND BUILDING DESIGN STANDARDS

...

##### **Sec. 28-105. Landscape standards**

- (a) *Intent.* Landscaping is necessary for the protection and enhancement of the environment and for the continued vitality of all land uses in the City. The intent of this Section is to promote the public health, safety and welfare by establishing minimum standards for the design, installation, and maintenance of landscape improvement. The requirements of this Section are intended to help achieve a number of functional and environmental objectives such as:
- (1) To promote the implementation of the City's Comprehensive Plan and any related subarea plans;
  - (2) To aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, groundwater recharge, and storm water runoff retardation, while at the same time aiding in noise, glare and heat abatement;
  - (3) To encourage the preservation of existing trees and vegetation;

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- (4) To assist in providing adequate light and air and in preventing overcrowding of land;
  - (5) To provide visual buffering and enhance the beautification of the City;
  - (6) To reduce the physical impact between adjacent land uses by requiring complementary landscape treatments and providing a transitional area adjacent to natural areas;
  - (7) To safeguard and enhance property values and to protect public and private investment;
  - (8) To preserve, protect and restore the unique identity and environment of the City of Jackson and preserve the economic base attracted to the City by such factors;
  - (9) To define, articulate and integrate outdoor spaces, architectural elements, and various site elements;
  - (10) To conserve energy, and to protect the public health, safety, and general welfare;
  - (11) To provide habitat for living things that might not otherwise occur or be found in urban environs; and
  - (12) To provide reasonable standards to bring developed sites that existed prior to the adoption of these standards into compliance with the requirements contained herein.
- (b) *Scope of application.*
- (1) The requirements set forth in this Section will apply to all uses, lots, sites, and parcels that are developed or expanded following the effective date of this Ordinance. No site plan that is reviewed in accordance with Section 28-135, site plan review procedures and requirements, may be approved unless the site plan shows required landscaping consistent with the provisions of this Section.
  - (2) Where landscaping is required, a building permit will not be issued until the required landscape plan is submitted and approved, and a certificate of occupancy will not be issued unless provisions set forth in this Section have been met or by providing a performance guarantee as authorized by Section 28-165.
  - (3) The Zoning Administrator (or designee) or Planning Commission will determine if the existing landscaping or screening identified for preservation meets the intent of this Section (see Subsection. 28-105 (d)).
  - (4) The Zoning Administrator (or designee) or Planning Commission may determine that there exist unique circumstances that would prevent the installation of all or a portion of the required site landscaping, greenbelts, buffer zones, and parking lot landscaping or detention/retention basin landscaping requirements.
    - a. Such a determination must be made based upon criteria such as the following:
      1. Topography;
      2. Existing woodlands, wetland, floodplain, drainage conditions and poor soils;

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3. Types and distance to adjacent land uses;
  4. Dimensional conditions unique to the parcel;
  5. Provision of adequate sight distances/clearance for motorists and pedestrians;
  6. Health, safety and welfare of the City;
  7. Clearance from overhead utility lines and separation from underground utilities; and
  8. Accessibility to fire hydrants.
- b. In return the applicant will be required to incorporate at least one (1) of the following elements in the landscape plan:
1. The utilization of credits obtained by preserving existing vegetation per the standards of Section 28-105 (c)(3)(e) and Section 28-110 (c).
  2. Placing the required plant material elsewhere on the site, as approved by the Zoning Administration (or designee) or Planning Commission;
  3. Use of larger plant material (see Subsection 28-105 (c)(1)); or
  4. An alternative proposed by the applicant in writing and approved by the Zoning Administrator (or designee) or Planning Commission (see Subsection 28-105 (g)).
- (5) *Landscape plan review required.* A separate landscape plan detailing the landscape changes consistent with the standards of this Chapter must be submitted to the Zoning Administrator (or designee) when:
- a. A full site plan (FSP) is mandated, per the requirements of the Table of Required Review Process located in Section 28-135 (a);
  - b. Where the building and/or parking area is being increased by at least twenty-five percent (25%) or reconstructed; or
  - c. The building is being changed to a more intense use, as determined by the Zoning Administrator (or designee). The change in use intensity must consider factors such as required parking, amount of traffic generated, maximum building occupancy or change to a different use category in the Building Code.
- (c) *Landscape plan specifications.*
- (1) *Minimum requirements.* The requirements contained in this Section are considered the minimum necessary to achieve the intent of this Section, but nothing herein will preclude the use of more extensive landscaping to further improve the function, appearance and value of the property. The use of larger plant material may be used to count towards the overall minimum planting requirements (i.e. planting a 12 foot tall evergreen when a 6 foot is required equals credit for one and one-half (1½) trees).

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- (2) *Appropriate design professional requirement.* The Zoning Administrator (or designee) may require the landscape plans to be prepared by an appropriate design profession due to the complexity of a project or another compelling issue.
- (3) *Required information.* The landscape plan must demonstrate that all requirements of this Section are met and must include the following information:
- a. Illustration of the location, spacing, species, size and root ball of proposed plant material, including a plant schedule (see ‘landscaping’ under Sec. 28-5 for a definition and example);
  - b. Separately identify compliance with the minimum numeric requirements (rounded up) for site landscaping, greenbelts, buffer zones, parking lot landscaping, and detention/retention ponds;
  - c. Clearly identify and delineate proposed planting beds and turf grass areas;
  - d. Provide typical cross sections to illustrate views from adjacent land uses, and the slope, height, and width of proposed berms or landscape elements, as required by the Zoning Administrator (or designee) or Planning Commission,;
  - e. *Existing vegetation survey.* Provide a survey of existing vegetation in accordance with Sec. 28-110 (c) which denotes the following (see ‘landscaping’ under Sec. 28-5 for pertinent definitions):
    1. Trees, noting their size (i.e., caliper or height) and type (i.e., canopy, evergreen, or other ornamental);
    2. Shrubs, noting their size and type/form (i.e., upright or spreading evergreen or small or large deciduous);
    3. Ground covers, noting their size/coverage and type (i.e., woody plants and vines or perennials); and
    4. Identify the vegetation proposed for preservation and the credits (if any) that will be claimed per the standards cited in Section 28-110 (c).
  - f. Delineate the location of protective fencing around existing vegetation identified for preservation per the standards of Sec. 28.125 (e). A detail of all such fencing must be provided on the landscape plan and meet the standards for such fencing included in Section 28-125 (h);
  - g. Provide construction details to resolve specific conditions such as limits of grading adjacent to areas with trees and vegetative cover to be preserved, tree wells to preserve existing trees or culverts to maintain natural drainage patterns;
  - h. Provide details to ensure proper installation and establishment of proposed plant material (e.g., tree stakes, guy wires, protective fencing, etc.), as directed by the Zoning Administrator (or designee) or the Planning Commission; and

- i. Identify a landscape maintenance program, including a statement that all diseased, damaged or dead materials will be replaced in accordance with the requirements of this Section.

(d) *Landscape standards.*

- (1) All landscaping must conform to the following standards, unless otherwise approved by the Zoning Administrator (or designee) or Planning Commission, each of which will be calculated separately. Please see ‘landscaping’ in Section 28-5 for definitions of the various plant types cited in the following table:

**Table of Landscape Standards**

Location	Dimensions (min.)	Landscape Quantities (a)		
		Trees (min.)	Shrubs (min.) (b)	Other Materials
<b>SITE LANDSCAPING</b>				
Within the lawn extension/terrace (i.e., between the sidewalk and street curb).		1 canopy tree per each 30 linear feet of frontage.	Turf grass (i.e., lawns) and planting beds (per the requirements of Subsection 28-105 (e)(5)).	
Cul-de-sac islands (if applicable).		1 canopy or evergreen tree per each 1,000 sq. ft. area.	Turf grass (i.e., lawns) and planting beds (per the requirements of Subsection 28-105 (e)(5)).	
Front Yard (new residential only).	Between the principal structure and the sidewalk/right-of-way line.	1 tree per each 30 linear feet of frontage.	4 shrubs per each 20 linear feet or, if not feasible, sufficient ornamental trees and shrubs (as determined by the Zoning Administrator (or designee)) located in clearly defined planting beds to screen views to the adjacent street, as well as turf grass (i.e., lawns).	
Outdoor ground mounted equipment (i.e. HVAC units, etc.).			Evergreen hedge or privacy fence or wall no less than the height of the equipment.	
Entire property.	Open areas remaining after accounting for the required landscape areas.	1 tree per each 1,200 sq. ft. of total lot area.	1 small shrub per each 500 sq. ft. of total lot area	Turf grass and planting beds.

*(continued)*

**Table of Landscape Standards**

Location	Dimensions (min.)	Landscape Quantities (a)		
		Trees (min.)	Shrubs (min.) (b)	Other Materials
<b>GREENBELTS (c)</b>				
All zoning districts or uses.	Between the principal structure and the sidewalk/right-of-way line.	1 tree per each 30 linear feet of frontage (d, e).	4 shrubs per each 20 linear feet or, if not feasible, sufficient ornamental trees and shrubs (as determined by the Zoning Administrator (or designee)) located in clearly defined planting beds to screen views as well as turf grass (i.e., lawns) (d, e).	
<b>BUFFER ZONES</b>				
Multiple-family residential district or use ADJACENT TO one-family and one- and two-family residential districts or uses.	Between the principal structure and the sidewalk/right-of-way line.	1 canopy or evergreen tree per each 20 linear feet.	4 shrubs per each 20 linear feet or, if not feasible, sufficient ornamental trees and shrubs (as determined by the Zoning Administrator (or designee)) located in clearly defined planting beds to screen views as well as turf grass (i.e., lawns).	
Institutional uses ADJACENT TO any residential district or use.	Between the principal structure and the sidewalk/right-of-way line.	1 canopy or evergreen tree per each 20 linear feet.	4 shrubs per each 20 linear feet or, if not feasible, sufficient ornamental trees and shrubs (as determined by the Zoning Administrator (or designee)) located in clearly defined planting beds to screen views as well as turf grass (i.e., lawns).	
Commercial and Industrial District or Use ADJACENT TO Any Residential District or Use.	Between the principal structure and the sidewalk/right-of-way line.	1 canopy tree and 2 evergreen trees per each 20 linear feet.	4 shrubs per each 20 linear feet or, if not feasible, sufficient ornamental trees and shrubs (as determined by the Zoning Administrator (or designee)) located in clearly defined planting beds to screen views as well as turf grass (i.e., lawns).	
Industrial district or Use ADJACENT TO Any Commercial District or Use.	Between the principal structure and the sidewalk/right-of-way line.	1 canopy or evergreen tree per each 20 linear feet.	4 shrubs per each 20 linear feet or, if not feasible, sufficient ornamental trees and shrubs (as determined by the Zoning Administrator (or designee)) located in clearly defined planting beds to screen views as well as turf grass (i.e., lawns).	

*(continued)*

**Table of Landscape Standards**

Location	Dimensions (min.)	Landscape Quantities (a)		
		Trees (min.)	Shrubs (min.) (b)	Other Materials
<b>BERM AND/OR MASONRY WALL (f)</b>				
Along the lot line, but outside of the required front yard setback (g, h).	Between 4 and 6 feet tall (i).	Applicable buffer zone landscaping may also be required.		
<b>PARKING LOT ISLANDS</b>				
Within and/or immediately adjacent to the parking lot, protected by curbing, and spaced no more than 15 parking spaces apart in lots with less than 75 spaces or 20 spaces apart in lots with more than 75 spaces.	9 feet wide, 150 sq. ft. in area, 9 foot curve radius adjacent to aisle lanes.	1 canopy tree per 150 sq. ft. of the total area comprising parking lot islands (j).	Planting beds (per the requirements of Subsection 28-105 (e)(5)).	
<b>PERIMETER PARKING LOT LANDSCAPING</b>				
Perimeter of the parking lot envelope.	Parking lots must be set back at least 5 ft. from a right-of-way and required plantings must be within 10 feet from the edge of pavement.	1 canopy tree per each 2,000 sq. ft. of paved surface area (k).	3 foot tall perimeter hedge along a right-of-way or, if not feasible, sufficient shrubbery (as determined by the Zoning Administrator (or designee)) located in clearly defined planting beds, as well as turf grass (i.e., lawns). (m).	
<b>LOADING AND OUTSIDE STORAGE AREAS</b>				
Loading and outside storage areas.		The Zoning Administrator (or designee) or Planning Commission may require additional landscaping/screening for loading areas and outdoor storage areas when visible from adjoining parcels or streets.		

*(continued)*

**Table of Landscape Standards**

Location	Dimensions (min.)	Landscape Quantities (a)		
		Trees (min.)	Shrubs (min.) (b)	Other Materials
DETENTION AND RETENTION PONDS (k)				
Rear or side yards within a natural or man-made depression designed to appear natural or free formed.		1 tree per each 50 linear feet measured at the top bank of the pond (l, m).	10 shrubs per 50 linear feet measured at the top of the pond or, if not feasible, sufficient shrubbery (as determined by the Zoning Administrator (or designee)), located in clearly defined planting beds PLUS a native seed mix on the slopes to prevent erosion (l, m).	

(2) *Footnotes to the Table of Landscape Standards.*

- a. Adjustments in the placement of plantings are subject to any required site clearance triangles, per the requirements of Section 28-126.
- b. The type of shrubbery must be a mix of each type noted in Subsection 28-105 (e)(3).
- c. Pertains to the entire street frontage of a property, as measured from the right-of-way, excluding access drives (i.e., driveway cuts).
- d. Greenbelt plantings must be arranged to emulate the landscape character of the surrounding areas. Subject to Zoning Administrator (or designee) or Planning Commission determination, the greenbelt plantings may be waived within the C-3 (central commercial) district providing the buildings are located at or near the front property line.
- e. Nothing but landscaping, including decorative fencing and landscape features (as identified in Subsection 28-125 (d)), is allowed within the greenbelt
- f. A berm and/or masonry wall may be required as part of or in place of the buffer when deemed necessary by Zoning Administration (or designee) or Planning Commission to meet the intent of Subsection 28-105 (e)(9) and must conform to Section 28-125.
- g. The location may be modified by the Zoning Administrator (or designee) or Planning Commission upon recommendation of the City Engineer (or designee) due to unique circumstances, such as conflicts with underground utilities and better screening provided at alternative locations.
- h. See Subsection 28-105 (f)(9) for berm construction standards.
- i. Up to an eight (8) foot berm and/or wall may be permitted within the commercial and industrial districts.

- j. No branches may remain within five (5) feet above the grade of the parking lot, if the drip line extends outside of the landscape area.
  - k. Decorative treatment may be incorporated into the perimeter parking lot landscaping such as the inclusion of tree clusters and decorative fencing and landscape features (as identified in Subsection 28-125 (d)) Treatment provided must be compatible with, or a site improvement to, surrounding properties. This decorative treatment is encouraged on sites within the commercial districts and multiple family developments near the downtown.
  - l. The basin slopes must be sculptured to filter and soften the views.
  - m. The plantings must be clustered in a natural pattern around the basin with trees above the freeboard line (i.e., the high water mark designed for the pond), and all other plantings must be tolerant of wet/moist soils. (e.g., London Plane Trees (*Platanus x acerifolia*), Red Maples (*Acer rubrum*), etc.) The location of plant material will also be done in consideration of the need to provide access for and minimize disruption of plant material during routine pond maintenance.
- (e) *Specifications for landscape improvements and plant materials.*
- (1) *Plant material.* All plant material must be hardy to the City of Jackson (i.e., [USDA Plant Hardiness Zone 6a](#)), be free of disease and insects, and conform to the [American Standard for Nursery Stock](#) of the [American Nursery and Landscape Association](#).
  - (2) *Minimum sizes and spacing.* The minimum plant sizes must be provided in accordance with the following (please see ‘landscaping’ in Section 28-5 for definitions of the various plant types cited in the following table):

**Table of Minimum Plant Sizes and Spacing**

<b>Plant Type</b>	<b>Minimum Plant Size</b>	<b>Spacing Requirements (max. on center)</b>
Canopy Trees	Three (3) inch caliper	Twenty-five (25) feet
Evergreen Trees	Eight (8) foot height	Fifteen (15) feet
Other Ornamental Trees	Six (6) foot height	Fifteen (15) feet
Large Deciduous Shrubs	Three (3) foot height	Four (4) - six (6) feet
Small Deciduous Shrubs	Two (2) foot height	Three (3) feet
Upright Evergreen Shrubs	Two (2) foot height	Three (3) - four (4) feet
Spreading Evergreen Shrubs	Two (2) foot spread	Three (3) – four (4) feet

- (3) *Mixing of species.* The overall landscape plan may not contain more than one third (33.3%) of any one (1) plant species for each type of planting specified in the Table

of Landscape Standards (see Subsection 28-105 (e)). The use of native species and mixture of plants from the same plant community is strongly encouraged.

- (4) *Trees not permitted.* Various trees are not permitted for the following reasons, although the Zoning Administrator (or designee) or Planning Commission may allow them when associated with an appropriate ecosystem, for historic preservation, or another compelling objective:
- a. *Easily damaged or short lived.* Including, but not limited to, Black Locusts (*Robinia pseudoacacia*), Silver Maples (*Acer saccharinum*), and various Poplars and Cottonwoods (*Populus* species);
  - b. *Bears nuisance leaves, fruit, or other characteristics.* Including, but not limited to, Weeping Willows (*Salix babylonica*), nut-bearing Horse Chestnuts (*Aesculus* species), female Ginkgoes (*Ginkgo biloba*), various Mulberries (*Morus* species), Catalpas (*Catalpa speciosa*), various Poplars and Cottonwoods (*Populous* species), and Honey Locusts with thorns (*Gleditsia triacanthos* (i.e., not var. *inermis*));
  - c. *Weedy or invasive.* Including, but not limited to, Box Elders (*Acer negundo*), various Poplars and Cottonwoods (*Populus* species), Trees of Heaven (*Ailanthus altissima*), and Black Locusts (*Robinia pseudoacacia*);
  - d. *Roots clog drains and sewers and crack sidewalks and foundations.* Including, but not limited to, Weeping Willows (*Salix babylonica*) and Silver Maples (*Acer saccharinum*); and
  - e. *Unusually susceptible to disease or insects.* Including, but not limited to, American Elms (*Ulmus americana*) and various Ashes (*Fraxinus* species).
- (5) *Planting Beds.*
- (a) Planting beds are clearly defined areas surrounding a single tree, shrub, or grouping of trees and shrubs and may also include annuals, various other types groundcovers, and mulch (please see ‘landscaping’ in Section 28-5 for definitions of the various plant types cited in the following table).

There is no size limit for a planting bed as long as dedicated open areas of mulch and annuals do not exceed one third (33.3%) of its total area. Plant coverage will be determined as follows:

1. An eighteen (18) inch radius circle around the trunk of a canopy tree;
2. The drip-line of an ornamental tree or shrub at the time of planting; and
3. Groupings of ground cover (excluding annuals) planted to become dense after one (1) complete growing season.

- 
- Mulch is required in those areas at the time of planting, but will not be included when determining the percentage of a planting bed dedicated to open areas of mulch and annuals.
- (b) Mulch must be maintained at a minimum of two (2) inches deep in order to prevent weed growth and soil erosion and to retain soil moisture.
  - (c) Plantings beds must be edged (e.g., by hand (i.e., shovel), plastic or metal edging, etc.)), as identified on the landscape plan and approved by the Zoning Administrator (or designee) and maintained in good condition.
- (6) *Top soil.* Top soil must consist of a four (4) inch base for lawn areas and an eight (8) to twelve (12) inch base within planting beds. This also applies to berms.
  - (7) *Proximity to utilities.* Plant material cannot be located in a manner that will interfere with or cause damage to underground or overhead utility lines, public roads or other public facilities.
  - (8) *Turf grass.* Turf (i.e., lawn) grass must be planted in species normally grown as permanent lawns in Jackson County. Turf grasses may be seeded or sodded. Only rolled sod, erosion reducing net or suitable mulch may be used in swales or other areas susceptible to erosion and must be staked where necessary for stabilization. When complete sodding or seeding is not possible, nurse grass (i.e., fast growing temporary) seed must be sown and mulched for immediate protection until permanent coverage is achieved. Turf grass sod, seed, and top soil must be free of weeds and noxious pests or disease. Areas of turf grass must be adequately irrigated for the first two (2) growing seasons.
  - (9) *Regulations pertaining to sight distance* All proposed landscaping adjacent to the intersection of two or more streets or access drives must meet the standards of Section 28-126.
- (f) *Minimum standards for installation, irrigation and maintenance.*
- (1) *Timing of planting.* All required plant materials must be planted prior to issuing a Certificate of Occupancy by the Building Official (or designee) in consultation with the Zoning Administrator (or designee). In the event that the project is completed during a time of year when planting is impractical, a performance guarantee, as authorized by Section 28-165 of this Chapter, must be provided equal to the amount of installation of the proposed landscaping.
  - (2) *Completion of improvements.* Tree stakes, guy wires, and tree wrap installed to satisfy Section 28-105 (c)(3)(h) must be removed by the date indicated on the landscape plan.
  - (3) *Irrigation.* All landscaped areas must be provided with a readily available and acceptable water supply (e.g., irrigation systems, exterior faucets and hoses, tree watering bags, etc.); as indicated on the landscape plan and approved by the Zoning Ad-

ministrator (or designee); and in accordance with the Michigan Plumbing Code, as applicable.

- (4) *Maintenance.* The owner of the property must be responsible for the regular maintenance of all landscaping. Landscaped areas and plant materials required by this Section must be kept free from refuse and debris. Plant materials, including turf grass (i.e., lawns), must be maintained in a healthy growing condition, neat and orderly in appearance per the intent of the approved site plan. Additionally, all plantings approved as part of a site plan must be maintained in perpetuity or an amended landscape plan must be submitted for consideration by the Zoning Administrator (or designee) or Planning Commission. However, if any required plant material dies or becomes diseased, it must be replaced. Replacement must be within thirty (30) days unless an extended time period is necessary due to weather in which case a written request may be submitted and reviewed by the Zoning Administrator (or designee) prior to its potential authorization.
- (g) *Proposal by applicant for complying with requirement.*
- (1) *Proposal by applicant.* If the applicant demonstrates that compliance with this section is not feasible on the property, in lieu of complying with all of a part of the specific requirements set forth in this Section for landscaping, the applicant may propose in writing an alternative means of compliance. Subject to approval by the Zoning Administrator (or designee) or Planning Commission for a particular property and circumstance, such alternative may include, by way of example, installing landscape materials in the immediate area of the property being developed or paying moneys into the city tree fund in an amount by multiplying the total quantity of plantings that would not be installed by the cost per plant. That proposal must include a timetable for performance, and state whether a performance guarantee (see Section 28-165) would be filed to secure such performance.
  - (2) *Review by the Planning Commission.* The Planning Commission will review the written proposal of the applicant and determine whether the proposal would be accepted in place of the landscape requirements that would not be completed in accordance with this Section. If and to the extent the Planning Commission is satisfied that the applicant has demonstrated that it would not be feasible to fully comply with the landscaping requirements in this Section, the determination by the Planning Commission on whether to approve an applicant's proposal will be based on the standard of most closely achieving the intent of the ordinance, to the extent reasonably feasible. The expense of complying with this section shall not be a basis of consideration by the Planning Commission. Any bonding to be a part of the proposal shall be subject to review by the City Attorney, and shall conform with customary bonding requirements for development in the City.
  - (3) *Effect of approval.* If the applicant's written proposal is approved by the Planning Commission, the proposal shall be deemed to be a regulation required under this Or-

dinance, and a failure to comply with the approved proposal shall be deemed to be a violation of this Ordinance.

(h) City tree fund.

- (1) All revenues raised in lieu of complying with all of a part of the specific requirements set forth in this Section for landscaping (per Subsection 28-105 (g)(1)) must be placed in a city tree fund together with such other revenues from any source or combinations of sources of revenues otherwise legally available which have been designated to be used for the planting of trees and shrubs.
- (2) No part of the funds held in the city tree fund may be transferred to the general operating fund or used for any purpose other than undertaking the planting of trees and shrubs in the City.

Section 4. That Article V of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

ARTICLE V. DEVELOPMENT APPROVAL PROCEDURES

...

**Section 28-135. Site plan review procedures and requirements.**

...

(e) *Required Site Plan Contents.*

The following data must be included with, and as part of, all applications requiring site plan review:

<b>Table of Required Site Plan Data</b>		
	<b>FSP</b>	<b>PSP</b>
...		
<b>LANDSCAPE PLANS:</b>		
<del>General location of</del> <u>An existing treevegetation survey per the requirements of Section 28-105 (c)(3)(e) and Section 28-110 (c);</u>	X	<u>X</u>
<del>Location, sizes, and types of existing trees six (6) inches or greater in diameter, with an identification of materials to be removed and materials to be preserved;</del>	X	
<del>Description of methods to preserve existing landscaping;</del>	X	
The location of existing and proposed lawns and landscaped areas;	X	

<b>Table of Required Site Plan Data</b>		
	<b>FSP</b>	<b>PSP</b>
Landscape plan, including location and type of proposed shrubs, trees, and other plant material;	X	
Landscape irrigation plan, <u>per the standards contained in Section 28-105 (f)(3)</u> ; and	X	<u>X</u>
<del>Planting list for proposed landscape materials with caliper size or height of material, method of installation, botanical and common names, and quantity.</del> <u>A plant schedule, per the requirements of Section 28-105 (e)(3)(a) and as defined under 'landscaping' in Section 28-5.</u>	X	
Key: FSP = full site plan and PSP =plot site plan.		



## Neighborhood & Economic Operations Building a Stronger Jackson

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

**Published in the Jackson Citizen Patriot on July 17, 2012**

### **Notice of Public Hearing**

The Jackson City Planning Commission and Jackson City Council will hold public hearings to consider text amendments to the City's planning and zoning ordinances. This notice was prepared and distributed in accordance with Sec. 103 of the Michigan Zoning Enabling Act (MCL 125.3103).

#### **The request was made by:**

The City of Jackson  
161 W. Michigan Avenue  
Jackson, MI 49201

#### **The proposed text amendments:**

The proposed amendments to the zoning ordinance (Chapter 28) include changes to: Sec. 28-105. – Landscape standards. Additional amendments to other sections of the zoning ordinance may be made for the purpose of keeping the language throughout the ordinance consistent with the proposed text amendments to the aforementioned section.

#### **The reason for the text amendments:**

The proposed amendments will revise requirements for landscaping standards which enhance the traditional urban character and form of the City of Jackson, thereby enhancing its economic vitality, aiding in the creation of a pedestrian friendly environment, provide a buffer and separation between conflicting land uses, and protecting property values.

#### **The effect of adopting the text amendments:**

The proposed changes will require that minimum landscaping standards are met when new developments, structures, changes of use or land are proposed or when alterations or expansions are made to existing sites or structures.

The public hearings before the City Planning Commission and City Council will be held on:

**Planning Commission – Wednesday, August 1, 2012 at 6:30 pm**

**City Council – Tuesday, August 14, 2012 at 7:00 pm**

The meetings will be held in the

**City Hall Council Chambers, 2nd floor  
161 W. Michigan Avenue**

The meetings will be held in the

**City Hall Council Chambers, 2nd floor  
161 W. Michigan Avenue**

Please contact Barry Hicks at (517) 768-6433 or [bhicks@cityofjackson.org](mailto:bhicks@cityofjackson.org) to view, ask questions about, or comment upon the proposed text amendments.

By: Barry Hicks, AICP  
Planning Director



**CITY CLERK'S OFFICE**  
Lynn Fessel, City Clerk

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**CITY COUNCIL MEETING**  
August 14, 2012

DATE: August 6, 2012  
MEMO TO: Honorable Mayor and City Councilmembers  
FROM: Lynn Fessel, City Clerk *Lynn*  
SUBJECT: Special Assessment Roll Nos. 4212 through 4216

**MOTION:** **CONSIDERATION OF RESOLUTIONS ESTABLISHING SEPTEMBER 11, 2012, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD PUBLIC HEARINGS ON THE FOLLOWING SPECIAL ASSESSMENT ROLLS, AND DIRECTING THE CITY ASSESSOR TO PREPARE THE ROLLS, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY CLERK.**

1. **Special Assessment Roll No. 4212 – Delinquent Miscellaneous General Fund Accounts Receivable**
2. **Special Assessment Roll No. 4213 – Delinquent Miscellaneous Building Department Fund Accounts Receivable**
3. **Special Assessment Roll No. 4214 – Delinquent Miscellaneous CDBG Fund Accounts Receivable**
4. **Special Assessment Roll No. 4215 – Delinquent Miscellaneous WasteWater Fund Accounts Receivable**
5. **Special Assessment Roll No. 4216 – Delinquent Miscellaneous Public Works Fund Accounts Receivable**

C: City Manager

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous General Fund accounts receivable totaling, \$32,126.62; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4212 covering delinquent miscellaneous General Fund accounts receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 11th day of September, 2012, at the hour of 7:00 p.m. in the Council Chambers, City Hall, 161 West Michigan Avenue, Jackson, and will hear any and all objections and suggestions by interested parties that may be made regarding assessments as contained in said roll.

\* \* \* \* \*

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 14<sup>th</sup> day of August, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15th day of August, 2012.

\_\_\_\_\_  
Lynn Fessel, City Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous Building Department Fund accounts receivable totaling, \$59,492.35; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4213 covering delinquent miscellaneous Building Department Fund accounts receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 11<sup>th</sup> day of September, 2012, at the hour of 7:00 p.m. in the Council Chambers, City Hall, 161 West Michigan Avenue, Jackson, and will hear any and all objections and suggestions by interested parties that may be made regarding assessments as contained in said roll.

\* \* \* \* \*

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 14<sup>th</sup> day of August, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Lynn Fessel, City Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous Community Development Block Grant Fund accounts receivable totaling, \$3,319.21; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4214 covering delinquent miscellaneous Community Development Block Grant Fund accounts receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 11<sup>th</sup> day of September, 2012, at the hour of 7:00 p.m. in the Council Chambers, City Hall, 161 West Michigan Avenue, Jackson, and will hear any and all objections and suggestions by interested parties that may be made regarding assessments as contained in said roll.

\* \* \* \* \*

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 14<sup>th</sup> day of August, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Lynn Fessel, City Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous WasteWater Fund accounts receivable totaling, \$89.02; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4215 covering delinquent miscellaneous WasteWater Fund accounts receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 11<sup>th</sup> day of September, 2012, at the hour of 7:00 p.m. in the Council Chambers, City Hall, 161 West Michigan Avenue, Jackson, and will hear any and all objections and suggestions by interested parties that may be made regarding assessments as contained in said roll.

\* \* \* \* \*

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 14<sup>th</sup> day of August, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Lynn Fessel, City Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous Public Works Fund accounts receivable totaling, \$49,750.96; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4216 covering delinquent miscellaneous Public Works Fund accounts receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 11<sup>th</sup> day of September, 2012, at the hour of 7:00 p.m. in the Council Chambers, City Hall, 161 West Michigan Avenue, Jackson, and will hear any and all objections and suggestions by interested parties that may be made regarding assessments as contained in said roll.

\* \* \* \* \*

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 14<sup>th</sup> day of August, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Lynn Fessel, City Clerk



**CITY COUNCIL MEETING  
August 14, 2012**

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Matthew R. Heins  
Chief of Police  
**SUBJECT:** SAFER Grant

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**Consideration of items for the SAFER Grant:**

- A. A resolution establishing the 2012/2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant fund in the amount of \$1,875,156.**
- B. A resolution amending the General Fund budget in the amount of \$109,257 to fund SAFER grant equipment and contractual obligations.**
- C. Authorization to process the \$56,255 payment due SAFER grant writer, D-n-R Consultants LLC.**

The City has been awarded a SAFER grant to fund nine firefighter positions. The grant covers salaries and fringe benefits. Items not included in the grant are the following: uniforms, protective gear, professional services, medical services and contractual obligations. Included in the \$109,257 budget amendment is the payment to D-n-R Consultants, it is the Professional Services line item: 101.340.000.801.000. D-n-R Consultants services will extend to the end of the Performance Period and through to the closeout.

The Fire Department is now requesting the City Council adopt the budget resolutions and approve the payment to the grant consultant.

## RESOLUTION

By THE CITY COUNCIL:

WHEREAS, the City has been awarded a Staffing for Adequate Fire and Emergency Response (SAFER) grant through the Assistance to Firefighters Grant Program, Department of Homeland Security, Federal Emergency Management Agency

NOW, THEREFORE, BE IT RESOLVED, that the 2012/2013 budget be amended as follows:

### SAFER Grant Fund

		<u>Increase</u>
<b>Revenues:</b>		
272.000.000.501.004	Federal-FEMA	<u>1,875,156</u>
<b>Expenditures:</b>		
272.340.000.706.000	Salaries and Wages	930,835
272.340.000.709.000	Overtime	25,712
272.340.000.715.000	FICA	13,870
272.340.000.719.000	Health Insurance	224,430
272.340.000.719.680	Health Deductible	43,848
272.340.000.722.733	Pension- Police/Fire 345	596,503
272.340.000.724.000	Unemployment	6,156
272.340.000.724.001	Workers' Compensation	17,822
272.340.000.725.000	Other Fringe Benefits	15,980
		<u>1,875,156</u>

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

I, Lynn Fessel, 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 August 14, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, on this 15th day of August 2012.

\_\_\_\_\_  
City Clerk

# RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City has been awarded a Staffing for Adequate Fire and Emergency Response (SAFER) grant through the Assistance to Firefighters Grant Program, Department of Homeland Security, Federal Emergency Management Agency, and

WHEREAS, the Fire Department is requesting to increase the General Fund Budget to fund equipment and contractual obligations not covered by grant monies:

NOW, THEREFORE, BE IT RESOLVED, that the 2012/2013 budget be amended as follows:

## General Fund

		<u>Increase</u>
<b>Expenditures:</b>		
101.340.000.744.000	Uniforms	5,467
101.340.000.747.000	Protective Clothing	24,255
101.340.000.801.000	Professional Services	56,255
101.340.000.823.000	Medical Services	4,380
101.340.000.915.000	Subsistence Pay	2,700
101.340.000.919.001	Physical Agility Testing	9,000
101.340.000.960.000	Education & Training	7,200
		<u>109,257</u>

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

I, Lynn Fessel, 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 August 14, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, on this 15th day of August 2012.

\_\_\_\_\_  
City Clerk



# City of Jackson

## Dept. of Personnel & Labor Relations

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Crystal Y. Dixon, Director

CITY COUNCIL MEETING

August 14, 2012

MEMO TO: Honorable Mayor and City Council Members

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

SUBJECT: Consideration of a Request to Adopt a Defined Contribution Plan through the Municipal Employees' Retirement System (MERS) for all employees hired on or after July 1, 2012 into the International Association of Fire Fighters, Local 1306.

### RECOMMENDED

**ACTION:**

1. To adopt the Municipal Employees' Retirement System (MERS) 2010 Restated Uniform Defined Contribution Program Resolution.
2. To adopt the MERS Restated Defined Contribution Plan Adoption Agreement and authorization for the City Manager to execute the appropriate plan documents.

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### Background Information:

On June 26, 2012, City Council approved a new collective bargaining agreement with the International Association of Fire Fighters (IAFF), Local 1306. A provision in the new agreement will require employees hired on or after July 1, 2012 and who are represented by the IAFF, to participate in a defined contribution pension plan as part of their retirement benefit.

The City reviewed defined contribution plans offered through the Municipal Employees' Retirement System of Michigan (MERS) and through the ICMA Retirement Corporation. Upon review of the two plans, a decision was made by the City Manager to proceed with the MERS plan. The Department of Personnel & Labor Relations supports this recommendation.

The City has also recently approved receipt of a federal grant that will fund additional staffing for the fire department. Recruiting for the newly approved positions is underway.

In order to comply with the provisions of the newly adopted IAFF collective bargaining agreement and with the anticipation of new employees being hired as soon as practical, it is important to establish the defined contribution plan. Therefore it is recommended that City Council adopt the Defined Contribution Plan through MERS for all employees hired on or after July 1, 2012 into the International Association of Fire Fighters, Local 1306.

# MERS Restated Defined Contribution Plan Adoption Agreement



1184 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersformich.com

The Employer, a participating municipality or participating court ("court") within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Benefit Program: **Defined Contribution under MERS Plan Document ("MERS Defined Contribution Plan")** as authorized by Section 19A of the Municipal Employees' Retirement System of Michigan Plan Document. All references to "Plan Document" are to sections of the MERS Plan Document; any reference to "Plan," the "MERS Plan," "Plan Participant," "Participant," or "Program," shall mean the MERS Defined Contribution Plan, unless otherwise specified. This Adoption Agreement, together with Section 19A of the MERS Plan Document and the MERS Restated Uniform Defined Contribution Program Resolution ("Resolution"), constitute the entire MERS Benefit Program Defined Contribution Plan Document.

I. EMPLOYER: City of Jackson, Michigan  
Name of municipality or court

## II. EFFECTIVE DATE

1. If this is the initial Adoption Agreement relating to the MERS Defined Contribution Plan for this Division, the Effective Date of the Benefit Program here adopted shall be the first day of:  
July 1, 2012  
Month and Year

2. If this is an amendment and restatement of an existing adoption agreement relating to the MERS Defined Contribution Plan for this Division, the effective date of this amendment and restatement shall be the first day of: \_\_\_\_\_ . This adoption agreement is  
Month and Year  
intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which was originally effective on the first day of: \_\_\_\_\_ .  
Month and Year

## III. ELIGIBILITY REQUIREMENTS

Only those Employees eligible for MERS Membership (Section 3 of the MERS Plan Document) shall be eligible to participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following group(s) of Employees are eligible to participate in the Plan:

International Association of Fire Fighters, Local 1306 (IAFF). Classifications of Fire Fighter, Fire Motor Driver, Fire Inspector I,

Captain, Assistant Chief

Specify employee classification and division numbers

# MERS Restated Defined Contribution Plan Adoption Agreement

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## IV. CONTRIBUTION PROVISIONS

1. The Employer shall contribute on behalf of each Participant 3.0 % of Earnings or \$\_\_\_\_\_ for the calendar year (subject to the limitations of Sections 415(c) of the Internal Revenue Code).
2. Each Participant is required to contribute 3.0\* % of Earnings for the calendar year as a condition of participation in the Plan. (Write "0" if no contribution is required.) \*If other contribution options are provided, please list on separate sheet of paper and attach to Adoption Agreement. See supplement page.

If Employee contributions are required, an Employee shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Employee contribution. The "pick-up" provision allows the employer to direct mandatory employee contributions to be pre-tax.

Yes                       No

**[Note to Employer:** Picked up contributions are excludable from the Employee's gross income under Section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 2006-43, 2006-35 I.R.B. 329. Those requirements are (1) that the Employer must specify that the contributions, although designated as Employee contributions, are being paid by the Employer in lieu of contributions by the Employee; and (2) the Employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the Plan. The execution of this Adoption Agreement by the Employer shall constitute the official action required by Revenue Ruling 2006-43.]

3. Each Employee may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 415 of the Internal Revenue Code.
4. Employer contributions and Employee contributions shall be contributed to the Trust in accordance with the following payment schedule:

Weekly                       Bi-weekly                       Monthly

## V. EARNINGS

Earnings shall be defined as "compensation" under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the Employee's W-2 statement.

# MERS Restated Defined Contribution Plan Adoption Agreement

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## VI. VESTING PROVISION FOR EMPLOYER CONTRIBUTIONS AND NORMAL RETIREMENT AGE

The Employer hereby specifies the following vesting schedule (choose one):

- Immediate Vesting upon Participation
- Cliff Vesting: The participant is 100% vested upon a stated number of years. Stated year may not exceed maximum 5 years of service:  
Stated Year:         1     2     3     4     5
- Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service, however the scale cannot exceed a maximum of six years of service to reach 100% vesting, nor less than the stated minimums below:  
  
\_\_\_\_\_ % after 1 year of service.  
\_\_\_\_\_ % after 2 years of service.  
\_\_\_\_\_ % (not less than 25%) after 3 years of service.  
\_\_\_\_\_ % (not less than 50%) after 4 years of service.  
\_\_\_\_\_ % (not less than 75%) after 5 years of service.  
100 % (not less than 100%) after 6 years of service.

Notwithstanding the above, a member shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited, if he/she is employed on or after his/her Normal Retirement Age. "Normal Retirement Age" shall be presumed to be age 60 (unless a different normal retirement age is here specified:\_\_\_\_\_).

In addition, notwithstanding the above, in the event of disability or death, a member or his/her beneficiary shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited as described in Section 19A(7) of the MERS Plan Document.

## VII. Loans (not more than two) are permitted under the Program. MERS recommendation is "No," not to allow loans: loans permit your employees to borrow against their retirement account.

- Yes                       No

## VIII. The Plan will accept an eligible rollover distribution from an eligible retirement plan described in Section 401(a)(including "401(k)") or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible deferred compensation plan described in Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code, including after-tax employee contributions, as applicable. The Plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## MERS Restated Defined Contribution Plan Adoption Agreement

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- IX. The Employer hereby agrees to the provisions of the MERS Uniform Defined Contribution Plan and agrees that in the event of any conflict between MERS Plan Document Section 19A and the MERS Defined Contribution Plan, the provisions of Section 19A shall control.
- X. The Employer hereby appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan.
- XI. The Employer hereby agrees to the provisions of the Plan.
- XII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in the ineligibility of the Plan in the MERS Benefit Program Defined Contribution.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Employer: City of Jackson

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

City of Jackson, Michigan  
Defined Contribution Plan  
Contribution Parameters

<u>Employer</u>	<u>Employee</u>
3%	3%
3%	4%
3%	5%
3%	6%
3%	7%
3%	8%
3%	9%
3%	10%
3%	11%
3%	12%

## MERS 2010 Restated Uniform Defined Contribution Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

[www.mersofmich.com](http://www.mersofmich.com)

This Resolution, together with Section 19A of the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, constitute the entire Benefit Program DC ("MERS Defined Contribution Plan") Plan Document.

**WHEREAS**, the MERS Plan Document of 1996, effective October 1, 1996, authorized a defined contribution option (Section 19A, Benefit Program DC) as a new benefit program that a participating municipality or participating court ("court") may adopt for MERS members to be administered under the discretion of the Municipal Employees' Retirement Board as trustee and fiduciary, directly by (or through a combination of) MERS or MERS' duly-appointed third-party administrator.

**WHEREAS**, as a new provision, Section 19A, along with the remainder of the Plan, received from the Internal Revenue Service a Letter of Favorable Determination (dated July 8, 1997, with most current Letter dated June 15, 2005) that the Plan is a qualified Plan under Section 401(a) of the Internal Revenue Code, and an exempt trust under Section 501(a).

**WHEREAS**, Benefit Program DC became operational in August 1997, following the July 8, 1997, Letter of Favorable Determination.

**WHEREAS**, this Restated Uniform Resolution has been approved by the Board under the authority of 2004 PA 490 (amending 1996 PA 220), Section 36(2)(a); MCL 38.1536(2)(a), declaring that the Retirement Board "shall determine . . . and establish" all provisions of the retirement system. Under this authority, the Board authorized Section 19A, the Benefit Program DC, which shall not be implemented unless in strict compliance with the terms and conditions of this Restated Resolution.

- It is expressly agreed and understood as an integral and nonseverable part of this Restated Resolution that Section 43B of the Plan Document shall not apply to this Restated Uniform Resolution and its administration or interpretation.
- As provided in Plan Document Section 19A(2), in the event any alteration of the terms or conditions stated in this Restated Uniform Resolution is made or occurs, under Section 43B or other plan provision or other law, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty: to administer (or to have administered) the Benefit Program DC; to authorize the transfer of any defined benefit assets to the Benefit Program DC; or to continue administration by MERS (or any duly-appointed third-party administrator).

**WHEREAS**, concurrent with this 2010 Restated Resolution, and as a continuing obligation, this governing body has completed and approved, and submitted to MERS documents necessary for adoption and implementation of the MERS Benefit Program DC.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body adopts MERS Benefit Program DC as provided below.

# MERS 2010 Restated Uniform Defined Contribution Program Resolution

I. NEW EMPLOYEES (Plan Sec 19A(4) – (10))

**AVAILABLE FOR ADOPTION SO LONG AS THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MERS BENEFIT PROGRAM CLASSIFICATION(S) OF THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).**

Effective the first day of July 1, 2012, (to be known as the **ADOPTION DATE**),

the City of Jackson, Michigan hereby adopts Benefit Program  
(MERS municipality/court)

DC for International Association of Fire Fighters, Local 1306 (IAFF)  
(specify division #s)

first hired or rehired to the division at any time on and after the Adoption Date, and optional participation for any employee or officer of this municipality otherwise eligible to participate in MERS under Section 2B(3)(a)) of the Plan Document who has previously elected to not participate in MERS. The employer shall establish the transfer rule for transferred employees in the Employer Resolution Establishing a Uniform Transfer Provision. **ONLY THOSE EMPLOYEES ELIGIBLE FOR MERS MEMBERSHIP (SECTIONS 2B(3) AND 3 OF THE PLAN DOCUMENT) SHALL BE ELIGIBLE TO PARTICIPATE.**

- (A) **CONTRIBUTIONS** shall be as allowed and specified in the MERS Defined Contribution Program Adoption Agreement (Attachment 2, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution) **subject to the provisions of the Plan Document. A member is immediately vested 100% in any employee contributions (Section 19A(5)), and is vested in employer contributions under the employer vesting schedule (Section 19A(6)).**
- (B) **EARNINGS** under the Adoption Agreement shall be defined as “Compensation” under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the member’s W-2 statement.
- (C) **VESTING** shall be as allowed and specified under:
- (1) Plan Section 19A(6); and
  - (2) the Adoption Agreement.

**STOP**

If covering new employees only, skip II and go to III on page 5.

**STOP**

# MERS 2010 Restated Uniform Defined Contribution Program Resolution

## II. OPTIONAL PROVISION FOR CURRENT MERS DEFINED BENEFIT MEMBERS WHERE BENEFIT PROGRAM DC FOR NEW EMPLOYEES ESTABLISHED (Plan Sec 19A(18)-(21))

THIS OPTIONAL PROVISION SHALL ONLY BE SELECTED WHERE THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MERS BENEFIT PROGRAM CLASSIFICATION(S) OF THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).

IT IS ADDITIONALLY RESOLVED, as provided in each of the following paragraphs:

- (A) Effective on the **Adoption Date**, pursuant to Plan Section 19A(18) all current **MERS defined benefit** members who are members of the same employee classification described in Section I above on the **Adoption Date** shall:

### THE GOVERNING BODY SHALL SELECT ONLY ONE OF THE FOLLOWING:

- where vested under this municipality's applicable MERS vesting program (10, 8, or 6 years)
- where the employee has at least the following number of years of credited service for this municipality on **Adoption Date**: \_\_\_\_\_ (insert whole number less than vesting program)
- without regard to vesting

be offered the opportunity to irrevocably elect coverage under Benefit Program DC, under the detailed procedures provided in Plan Section 19A(19)-(21).

Section 19A(19) specifies an employee's written election to participate shall be filed with MERS: (a) not earlier than the last day of the third month after this Resolution is adopted and received by MERS; and (b) not later than the first day of the first calendar month that is at least six months after MERS receives this Resolution. This means each eligible employee will have about 90 days to make the decision.

After MERS receives this Resolution, this governing body's authorized official and eligible employees will be advised by MERS of the election window timelines and other information to consider in making the irrevocable decision whether to participate in Benefit Program DC.

Participation for those electing coverage shall be effective the first day of the first calendar month at least six (6) months after MERS' receipt of the Resolution, here designated as being the month of \_\_\_\_\_, 20\_\_\_\_, (insert month and year) which shall be known as the "**CONVERSION DATE.**"

## MERS 2010 Restated Uniform Defined Contribution Program Resolution

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The opportunity for current employees on the Adoption Date to participate in the Benefit Program DC shall (select one of the following two choices):

- apply to all employees who separate from or terminate employment with this municipality after the **Adoption Date** and before the **Conversion Date**, so long as the employee does not receive a retirement allowance (including distributions from Benefit Programs DC or H) from MERS based on service for this municipality.
- not apply to any employee who separates from or terminates employment with this municipality after the **Adoption Date**.

(B) **CONTRIBUTIONS** shall be as provided in Section I (A) above.

(C) **EARNINGS** shall be as provided in Section I (B) above.

(D) **VESTING** shall be as provided in Section I (C) above, and participants shall be credited, on participant written request and MERS verification of such service, with all eligible service, if any, specified in Plan Section 19A(3):

Where a member has previously acquired in the employ of any participating municipality or court:

- (a) not less than one year of defined benefit service (including Benefit Program H, Hybrid) in force with any participating municipality or court;
- (b) eligible credited service where the participating municipality or court has adopted the Reciprocal Retirement Act, 1961 PA 88;
- (c) at least 12 months in which employer contributions by a participating municipality or court have been made on behalf of the member under Benefit Program DC or Benefit Program H,

such service shall be applied toward satisfying the vesting schedule for employer contributions.

(E) For each employee irrevocably electing to participate in Benefit Program DC, then under Plan Section 19A(21), MERS shall transfer to the member's credit (as adjusted through MERS' records to the Conversion Date) the greater of:

- (1) The member's accumulated contributions in the reserve for employee contributions; or
- (2) The actuarial present value (as determined in Paragraph (F) below).

The transfer shall be made approximately 30 calendar days after the **Conversion Date**, and the transfer amount shall include pro-rated regular interest at the regular Board-established rate for crediting of interest on member's accumulated contribution in the defined benefit program, measured from the **Conversion Date** to the actual transfer date.

## MERS 2010 Restated Uniform Defined Contribution Program Resolution

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- (F) Per Plan Section 19A(21)(b)(i), the MERS Retirement Board has established the assumptions for calculation of the actuarial present value of a member's accrued benefit that may be transferred. The assumptions are:
- (1) **The interest rate in effect as of the Adoption Date, to determine actuarial present value, shall be the Board-established investment earnings rate assumption (currently eight percent (8.00%)).**
  - (2) **The funded level for the member's specific MERS division** (total funded percentage of the present value of accrued benefits which shall be determined using Termination Liability under Table 12 or successor table and valuation assets of all reserves using Table 13) **as of the Adoption Date** from the most recent MERS annual actuarial valuation report data provided by MERS' actuary. In the APV calculation, the funded level used shall be:

### **THE GOVERNING BODY SHALL SELECT ONLY ONE OF THE FOLLOWING:**

- Table 12 Termination Liability funded level for the division (not less than 80% nor exceeding 100% funded level).
- If greater than the division's funded level but not more than 100% funded level, then MERS is directed to compute the funded percentage for the transfer calculation on \_\_\_\_\_% funded basis (insert number greater than the division's Table 12 Termination Liability funded level percentage but not more than 100%). Where less than 100% funded level exists, this governing body recognizes that such direction shall increase its pension funding liability. MERS shall not implement such direction unless the governing body forwards to MERS sufficient cash up to the funded level selected for all members prior to the Conversion Date; if sufficient cash is not forwarded, then the governing body expressly covenants with MERS and directs, as a condition of this selection, to MERS billing and the governing body remitting to MERS all contributions necessary to fund the unfunded liability occasioned by the aggregate transfer of the difference between the actual funded level for the division and funded level directed above over a period of four (4) years.

### **III. EFFECTIVENESS OF THIS RESTATED RESOLUTION**

**BE IT FINALLY RESOLVED:** This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution shall be filed with MERS, and MERS determines that all necessary requirements under Plan Document Section 19A, the Adoption Agreement, and this Resolution have been met. All dates for implementation of Benefit Program DC under Section 19A shall be determined by MERS from the date of filing with MERS of this 2010 Restated Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer's designated primary contact.

# MERS 2010 Restated Uniform Defined Contribution Program Resolution

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In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and any third-party administrator selected by MERS, if applicable and necessary). Section 54 of the Plan Document shall apply to this Resolution and all acts performed under its authority. The terms and conditions of this Restated Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on \_\_\_\_\_  
August 14, 20 12.

\_\_\_\_\_  
(Signature of authorized official)

Please send MERS fully executed copy of:

- MERS 2010 Restated Uniform Defined Contribution Program Resolution (this form, MD-069)
- MERS Restated Defined Contribution Plan Adoption Agreement (MD-070)
- Certified minutes stating governing body approval, and/or union contract language

**Received and Approved by the Municipal Employees' Retirement System of Michigan**

Dated: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Authorized MERS signatory)

# MEMBERSHIP AGREEMENT

(For Defined Benefit, Defined Contribution and Hybrid Plans)



This **AGREEMENT** dated August 14, 2012, by and between the Retirement Board ("**Board**") of the Municipal Employees' Retirement System ("**MERS**"), and the governing body of the City of Jackson, Michigan, an eligible participating municipality or court ("**participating entity**"), is entered into under the provisions of 1996 PA 220 and the Plan Document of 1996. This Agreement does not waive or excuse or render inapplicable all duties and obligations imposed on the parties by law or the MERS Plan Document of 1996 as each may be revised periodically.

Through Resolution adopted August 14, 2012, this entity has elected to participate in MERS in accordance with Plan Section 41 or 41A.

(Check Boxes I, II, or III, as applicable.)

**I. MERS DEFINED BENEFIT PLAN IS INITIALLY ADOPTED**

A. The participating entity has furnished MERS with data regarding each person in its employ and the Board's actuary has computed the liabilities for service benefits payable and which may become payable (on account of service already, and to be, rendered), as required by Plan Section 42, through Initial Actuarial Valuation dated \_\_\_\_\_, 20\_\_\_\_.

B. As a condition of MERS membership, and pursuant to the Board's power as Plan Administrator and Trustee under Plan Section 36, MCL 38.1536, it is appropriate and necessary to enter into this Agreement providing for the payment of the required contributions of a participating entity.

1. On or before January 1 each calendar year, the Board's actuary shall make an Annual Actuarial Valuation of the participating entity's accrued service liabilities, and if necessary, adjust the amount of the annual contributions to be paid by the entity to MERS in monthly installments. A copy of the annual valuation and required contributions shall be provided by MERS to the participating entity on or before January 1 each year.
2. The Wage and Service Reports due monthly, and the Member Contributions (if any) and Employer Contributions due and payable monthly, shall be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment.
3. Should the participating entity agree to the crediting of all or a portion of pre-MERS prior service rendered to it by its covered employees in the Resolution for Adopting MERS Defined Benefit Programs, then the provisions of that Resolution are incorporated by reference in this Agreement. This includes, but is not limited to, the amortization of any unfunded prior service obligations, as adjusted in the Annual Actuarial Valuation.
4. Each contribution payment received from the participating entity (or covered employee, where there are employee contributions) shall be promptly credited by MERS to the appropriate Reserve.
5. If at any time the balance standing to the participating entity's credit in the Reserve for Employer Contributions and Benefit Payments is insufficient to pay all service benefits due and payable to the entity's retirants and beneficiaries, the participating entity agrees and

covenants to promptly remit to MERS the amount of such deficiency as determined and certified by the Board. The Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a municipality's retirement plan is a contractual obligation of the municipality, and prohibits the use of the municipality's required current service funding to finance unfunded accrued liabilities.

6. It is further agreed that should the participating entity fail to make its required contribution when due, the retirement service benefits due and payable by MERS on behalf of the entity to its retirants and beneficiaries may be suspended until the delinquent payment is received by MERS, and subject to applicable interest and penalty charges per Plan Section 45A(3) and the MERS Enforcement Procedure for Prompt Reporting and Payment.<sup>(Form 86)</sup>

**II. MERS DEFINED CONTRIBUTION PROGRAM IS INITIALLY ADOPTED**

The participating entity elects to come under the provisions of Plan Section 19A, and as a condition of membership, agrees to comply with Section 19A and all other provisions and requirements applicable to MERS Benefit Program DC.

**III. MERS HYBRID PROGRAM (BENEFIT H) IS INITIALLY ADOPTED**

The participating entity elects to come under the provisions of Plan Section 19B, and as a condition of membership, agrees to comply with Section 19B and all other provisions and requirements applicable to MERS Benefit Program H. All provisions of Section I of this Agreement above shall fully apply to the extent there is no conflict with any provision of Plan Section 19B.

**MUNICIPAL EMPLOYEES' RETIREMENT BOARD**

By: \_\_\_\_\_  
Chief Executive Officer  
Municipal Employees' Retirement System of Michigan

**GOVERNING BODY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**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  
August 14, 2012

TO: Honorable Mayor and City Council  
FROM: Julius A. Giglio, City Attorney  
RE: Amendments to the Trustees of the Ella W. Sharp Park Fund  
DATE: July 25, 2012

**REQUESTED ACTION: The requisite action is to approve the ordinance and place it on the next regularly scheduled City Council Agenda for adoption.**

Attached is a proposed ordinance that modifies Section 19-56 of the City Ordinance addressing the board membership of the Sharp Park Board of Trustees. It is my understanding the Board of Trustees has had difficulty obtaining a quorum due to the unavailability of its members. The Mayor asked that I prepare an amendment to the ordinance whereby the Board will be increased by two alternate members, who may be called upon to serve in place of a member who is either unavailable or has a conflict of interest. Accordingly, I made changes to Section 19-56 allowing for two additional alternate citizen members to be appointed by the Mayor and confirmed by City Council [See Section 19-56(a)]. Additionally, I have added a subsection that deals with the alternate members and their responsibilities for serving on the Board [See Section 19-56(b)].

It is my understanding the Sharp Park Board of Trustees reviewed the proposed ordinance and support the adoption of same.

If you have any questions, please feel free to contact me.

JAG/dr  
Enc.

cc: Kelli Hoover, Director of Parks, Recreation and Grounds

ORDINANCE 2012. \_\_

An Ordinance to amend Section 19-56 of Article II, Division 2 (Trustees of the Ella W. Sharp Park Fund) of Chapter 19 of the City of Jackson Code of Ordinances to add two alternate members to the Ella W. Sharp Park Fund Board of Trustees.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Section 19-56 of Article II, Division 2 of Chapter 19 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

**Sec. 19-56. Board membership appointments/terms.**

- (a) The Ella W. Sharp Park Board of Trustees shall consist of five (5) members, one of whom shall be a member of the city council selected by the city council and four (4) citizen members and (2) alternate citizen members, all of whom shall be appointed by the mayor and confirmed by the city council. Members shall serve without compensation for a term of three (3) years and may be reappointed. The citizen members shall not serve more than three (3) consecutive three-year terms after the effective date of this article without at least a one-year gap in service as a board member. The terms of the board members shall be staggered with existing board members continuing to hold office for the remainder of their current term and with new appointments under this ordinance to be made so that no more than two (2) members' terms expire in any year. The board shall meet in public and shall designate at the first meeting of each year a member to act as chair.
- (b) Alternate members may be called on a rotating basis to sit as board members in the absence of a member. An alternate member may also be called to serve in the place of a member for the purpose of reaching a decision on a case in which a member has abstained for reasons of conflict of interest. The alternate member having been appointed shall serve in the case until a final decision has been made. The alternate member shall have the same voting rights as a member.

Section 2. This Ordinance takes effect thirty (30) days from the date of adoption.



# City of Jackson

## Dept. of Personnel & Labor Relations

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Crystal Y. Dixon, Director

CITY COUNCIL MEETING

August 14, 2012

MEMO TO: Honorable Mayor and City Council Members

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

SUBJECT: Consideration of a Request to Approve the Tentative Agreement between the City of Jackson and the Police Officers Labor Council, Supervisory Unit.

**RECOMMENDED**

**ACTION:** To approve the Tentative Collective Bargaining Agreement Reached between the City of Jackson and the Police Officers Labor Council Supervisory Unit, commencing July 1, 2011 through June 30, 2015.

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**Background Information:**

The City of Jackson and the Police Officers Labor Council Supervisory Unit have been negotiating a successor collective bargaining agreement since mid-June, 2011. The parties were scheduled for binding arbitration hearings on July 26 and 27, 2012, but reached a tentative agreement on July 26, 2012. The terms of the tentative agreement shall be discussed in Executive Session at the August 14, 2012 City Council meeting.

It is respectfully requested that you approve this tentative agreement between the City of Jackson and the Police Officers Labor Council Supervisory Unit. Thank you for your consideration.



City Council Meeting  
August 14<sup>th</sup>, 2012

MEMO TO: Honorable Mayor and City Councilmembers  
FROM: David Taylor, City Assessor   
SUBJECT: Property Split, 1708 S. Cooper Street

Attached please find documentation regarding a property split at 1708 S. Cooper Street. The property is on the west side of South Cooper Street between Wall Street and Mansion Street.

Under P.A. 591 of 1996 (The Land Division Act), owners of unplatted property are required to obtain permission from the local municipality before a property is divided.

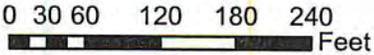
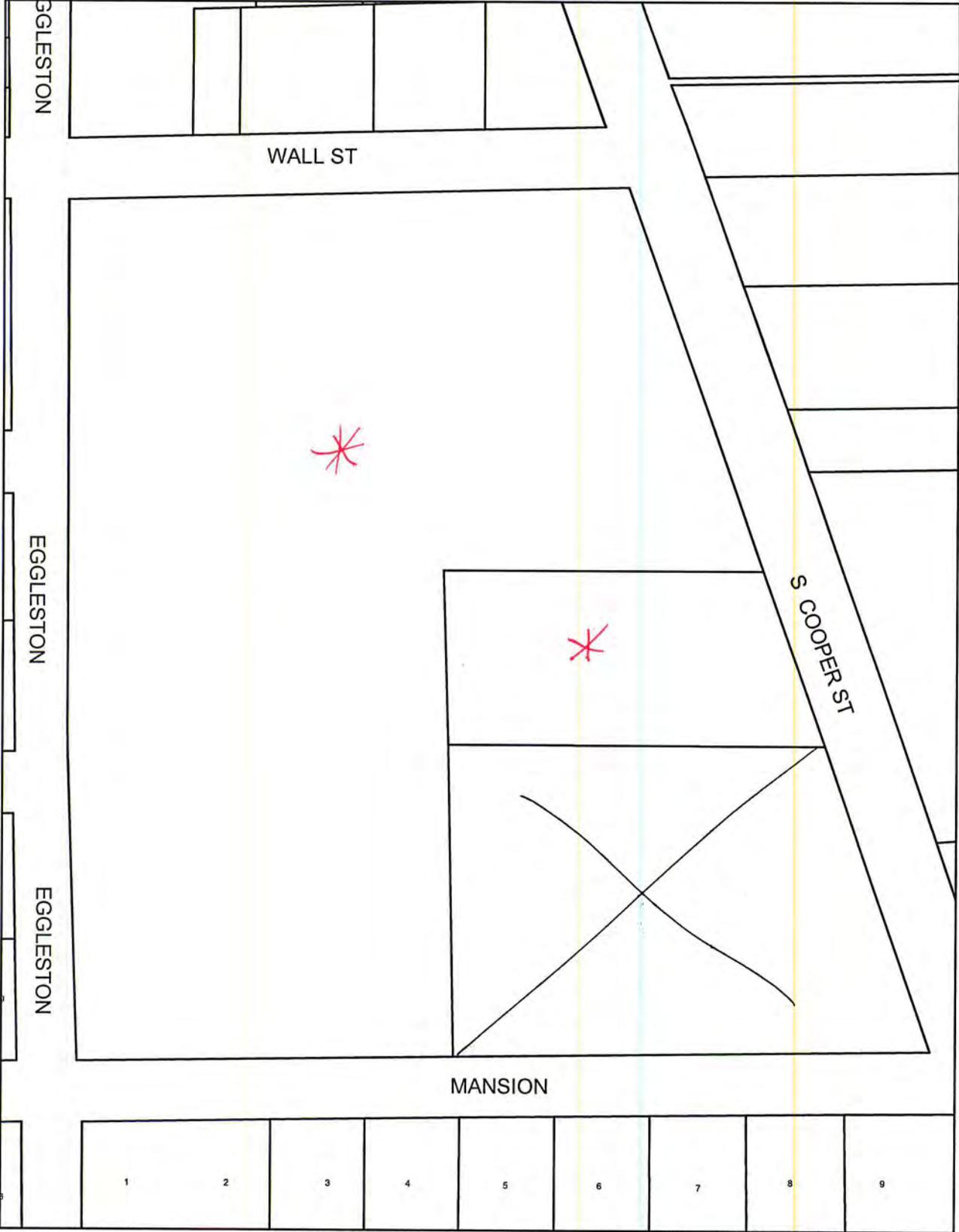
**ACTION REQUESTED: Approval, in the form of a motion, of the land division for property at 1708 South Cooper Street according to the attached maps.**

Please feel free to contact this office if you have questions regarding the split.

Attachments

Copy: Sharon Hasen, City Manager's Office  
Lynn Fessel, City Clerk  
Engineering Department  
Water Department  
Community Development Department  
Duane Daugherty, Daugherty Tree Service  
Robert Woodward, Ropa Investment Co LLC

# Split Request



REQUEST TO SPLIT/COMBINE PROPERTY

NOTE: ALL TAXES & SPECIAL ASSESSMENTS MUST BE PAID BY DECEMBER 31 BEFORE PARCELS WILL BE SPLIT OR COMBINED. IF THE PROPERTY TO BE SPLIT IS UNPLATTED, YOU MUST OBTAIN PERMISSION FROM THE CITY COUNCIL. IF THERE IS A MORTGAGE ON ONE PARCEL BUT NOT THE OTHER, PROPERTIES WILL NOT BE COMBINED. IF THERE IS A LAND CONTRACT INVOLVED FOR ANY OF THE PARCELS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LAND CONTRACT HOLDER BEFORE THE PROPERTIES WILL BE COMBINED.

TAXPAYER NAME Ropff Investments LLC DATE 2-25-10  
TAXPAYER SIGNATURE [Signature] Robert Woodard Phone# 5172627894  
TAXPAYER'S MAILING ADDRESS 1708 Cooper St  
ADDRESS OF SUBJECT PROPERTY 1708 Cooper St  
PARCEL NUMBER(S) TO COMBINE (SPLIT) 5-2153.0100

OFFICE USE ONLY

BEGINNING YEAR \_\_\_\_\_ PROPERTY CLASSIFICATION C BOOK MAP \_\_\_\_\_  
NEW PARCEL NUMBER(S) \_\_\_\_\_  
NEW LOT SIZE(S) \_\_\_\_\_  
NEW LEGAL DESCRIPTION(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW LEGAL(S): FLD BK \_\_\_\_\_ EQUAL \_\_\_\_\_ 400 \_\_\_\_\_ PRC \_\_\_\_\_  
CURRENT LAND VALUE(S) \_\_\_\_\_

NEW LOT SIZE(S): PRC \_\_\_\_\_ EQUAL \_\_\_\_\_  
RE-DRAW MAP(S): FLD BK \_\_\_\_\_ SML MAPS \_\_\_\_\_ GIS \_\_\_\_\_

DELINQUENT TAXES: \_\_\_\_\_

OUTSTANDING SPECIAL ASSESSMENTS: \_\_\_\_\_

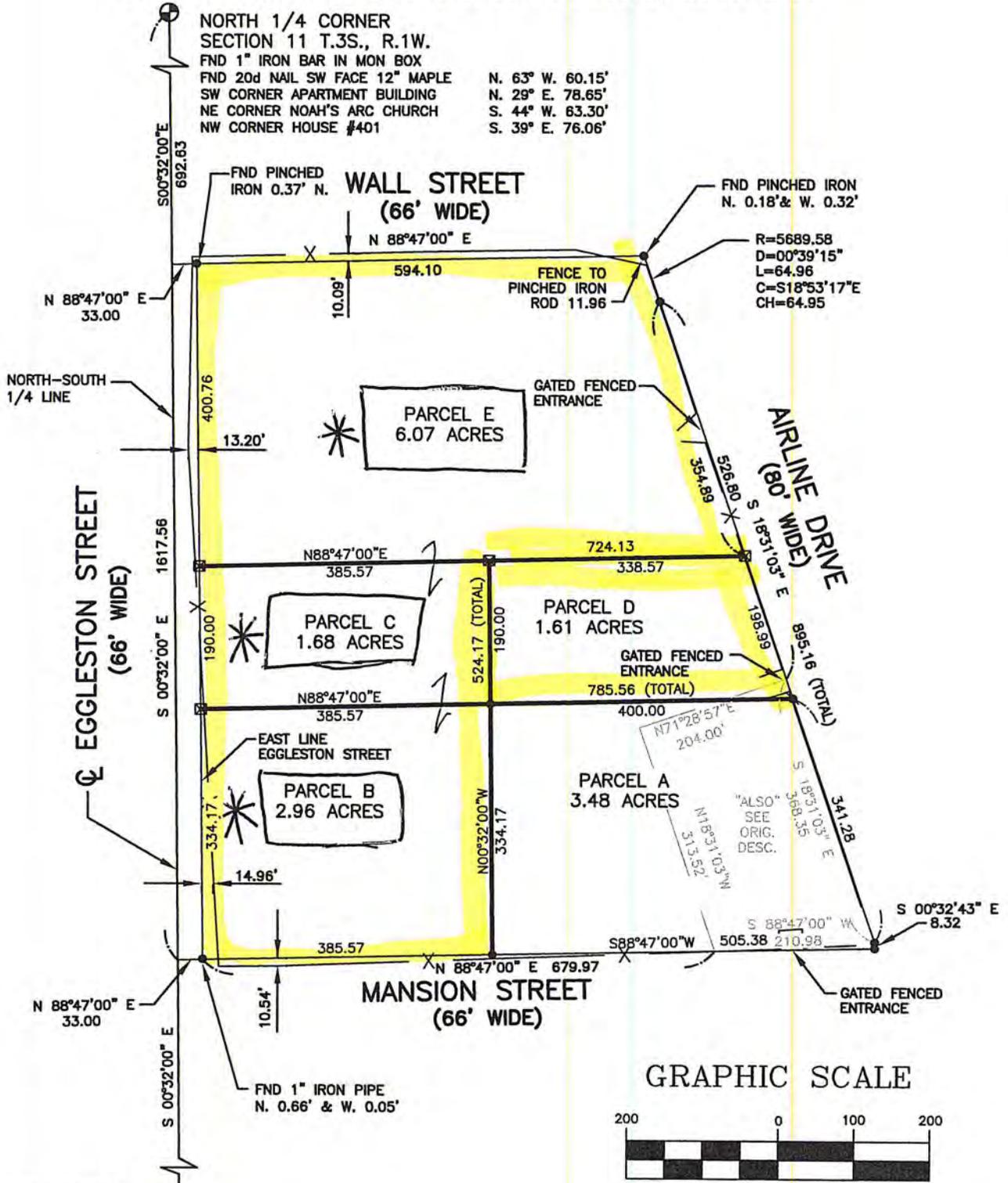
NEW PARCEL NO(S) & ADDRESS(ES): RED BK \_\_\_\_\_

LIST OF SPLITS/COMBS TO VARIOUS DEPARTMENTS \_\_\_\_\_

Approved by  
Baery Hicks  
7/27/12

# CERTIFICATE OF SURVEY

## LAND IN WEST 1/2 OF NORTHEAST 1/4 SECTION 11, T.3S., R.1W., CITY OF JACKSON, JACKSON COUNTY, MICHIGAN



NORTH 1/4 CORNER  
SECTION 11 T.3S., R.1W.  
FND 1" IRON BAR IN MON BOX  
FND 20d NAIL SW FACE 12" MAPLE  
SW CORNER APARTMENT BUILDING  
NE CORNER NOAH'S ARC CHURCH  
NW CORNER HOUSE #401

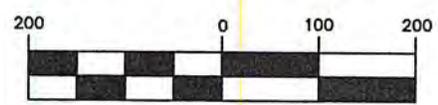
N. 63° W. 60.15'  
N. 29° E. 78.65'  
S. 44° W. 63.30'  
S. 39° E. 76.06'

CENTER, SECTION 11  
T.3S., R.1W.  
FND HARRISON MON IN MON BOX  
SW CORNER HOUSE #400  
SE CORNER HOUSE #338  
NE CORNER HOUSE #337  
NW CORNER ST. JOHN'S  
CATHOLIC CEMETARY

N. 43° E. 78.99'  
N. 41° W. 68.78'  
S. 41° W. 68.28'  
S. 53° E. 141.11'

BEARINGS BASED ON AIRLINE DRIVE S. 18° 31' 03" E.  
AND MANSION STREET N. 88° 47' 05" W.  
JACKSON COUNTY ROW MAP 38-R-2, P. 92

### GRAPHIC SCALE



1 inch = 200 ft.

### LEGEND

- x — FENCE
- FOUND IRON
- (M) MEASURED
- (R) RECORD
- ⊠ SET IRON W/CAP



# Neighborhood & Economic Operations

Building a Stronger Jackson

---

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

Building Inspection  
(517) 788-4012

Code Enforcement  
(517) 788-4060

Engineering  
(517) 788-4160

Planning & Economic Development  
(517) 768-6433

## CITY COUNCIL MEETING August 14, 2012

**TO:** Honorable Mayor and City Councilmembers

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

**SUBJECT:** Request for Contract Renewal – Pavement Marking – PK Contracting

---

**RECOMMENDATION: TO APPROVE THE RENEWAL OF THE PAVEMENT MARKING CONTRACT WITH PK CONTRACTING OF TROY, MICHIGAN, IN THE AMOUNT OF \$54,990.00 AND AUTHORIZATION FOR THE MAYOR AND CLERK TO EXECUTE THE APPROPRIATE CONTRACT RENEWAL DOCUMENTS**

On August 16, 2011, City Council approved a Pavement Marking contract with PK Contracting of Troy, Michigan, subject to two one-year renewals.

Engineering requests a first renewal of the contract at the same unit prices and quantities as 2011. PK Contracting has agreed to the first renewal of the contract utilizing the existing contract prices. This will be paid from Major Street Traffic Services funds.

With your concurrence, I request that Renewal No. 1 of the Pavement Marketing contract with PK Contracting in the amount of \$54,990.00 be approved by City Council and the Mayor and City Clerk be authorized to execute the appropriate documents.

C: Robert Dietz, Parking Manager/Engineering Assistant  
Lynn Fessel, Purchasing Agent  
Shelly Allard, Purchasing Coordinator  
Lucinda Schultz, Accounting Manager



**MAIN OFFICE**  
1965 Barrett Drive  
Troy, MI 48064-5372  
PHONE 248-362-2130  
FAX 248-352-4969

July 17, 2012

To: City of Jackson

Attn: Bob Dietz

P.K. Contracting Inc. agrees to perform waterborne pavement markings in 2012 for the same unit prices as used in 2011. Pay items to include 4" White, 4" Yellow, and 6" White. Total quantities in 2012 are to be same as 2011.

Please contact Matt Shea in our Troy office when ready for scheduling.

Thank you,

A handwritten signature in black ink, appearing to read 'Aden Shea'.

Aden Shea  
Vice President



# Neighborhood & Economic Operations

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**CITY COUNCIL MEETING**  
**August 18, 2012**  
**NEW BUSINESS**

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, Deputy City Manager  
**SUBJECT:** Request to accept Purchase Agreement to sell the property at 604 Detroit Street

**RECOMMENDATION**

Action requested of City Council is to:

- 1) **Accept the offer to sell the property located at 604 Detroit Street for \$38,000;**
- 2) **Authorize the Mayor and City Clerk to execute the deed;**
- 3) **Authorize the Deputy City Manager or his designee to sign any required documents at closing; and**
- 4) **Authorize the City Attorney to make minor modifications to the closing documents and to take all other action necessary to effectuate the closing.**

The City has received an offer of \$38,000 for the purchase of the home at 604 Detroit Street (attached). This foreclosed property was acquired in June 2010 for \$15,717 from Independent Bank for the purpose of rehabilitation and resale under the Neighborhood Stabilization Program (NSP).

The rehabilitation of this property was complete in June 2011 for \$73,171 and was originally listed for sale at \$39,900. The post-rehab appraised value of the home in June 2012 was \$38,000. NSP regulations stipulate the property may not be sold for more than the amount of NSP funds invested in the property and no less than the appraised value. NSP regulations also stipulate properties must be occupied by February 28, 2013. If properties are not sold as owner-occupied units, they must be converted to rental or lease-purchase use in order to gain occupancy by the deadline.

In addition, The Michigan State Housing Development Authority (MSHDA) requires a minimum \$1,000 forgivable, mortgage to ensure the period of affordability is met. Funding for the forgivable, second mortgage is to be made from the proceeds of the sale. As part of the attached purchase agreement, the City agrees to contribute the maximum of \$7,600 plus closing costs in the form of a forgivable mortgage with a 5-year period of affordability.

Estimated net proceeds:

Selling price	\$ 38,000
Commission	(3,000)
Estimated closing costs	(400)
Estimated MSHDA second mortgage	<u>(11,600)</u>
Estimated net proceeds	\$ 23,000

Net proceeds generated from the sale will be returned to the NSP Fund to be utilized for change orders on NSP projects and future eligible demolition projects. Annual maintenance expenditures and property taxes for 604 Detroit Street are approximately \$3,500. Staff has indicated the buyer meets the requirements of the NSP and recommends accepting this offer.

Cc: Julius Giglio, City Attorney  
Heather Soat, Accounting Manager



**GREATER LANSING ASSOCIATION OF REALTORS®  
UNIFORM BUY & SELL CONTRACT – PART 1**



Date 07/12/12 PAGE 1 OF 4  
 SELLING OFFICE PREMIER REALTY TEAM AT KELLER WILLIAMS 517-543-1202 517-543-5490 1006  
 (Member of Greater Lansing Association of REALTORS®) TELEPHONE FAX Broker #  
 LISTING OFFICE THINKING REAL ESTATE 517-780-3800 780-3808  
 (Member of Greater Lansing Association of REALTORS®) TELEPHONE FAX Broker #

1. **BUYER** ANNA L. McCLAIN and \_\_\_\_\_  
 [Print Buyer's name(s) as should appear on final documents]  
 spouse or other called the BUYER, OFFERS TO BUY FROM SELLER the following:  
 2. **PROPERTY** situated in the City/Twp. of JACKSON County of JACKSON Michigan,  
 located at: 604 DETROIT ST., JACKSON, MI 49201

and legally described as: S 88 FT OF LOT 1 & ALL OF LOT 4 BLK 12 AN EXT OF THE VILLAGE OF  
 OF JACKSONBURGH ON THE EAST SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT, CITY OF JACKSON, COUNTY  
 OF JACKSON, STATE OF MICHIGAN

MLS #(s) 20011401 Permanent Parcel #(s): 7-034800000

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; TV antenna, complete rotor equipment, satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; fuel storage tanks (unless rented) and fuel in tanks; awnings; basketball hoop/backboard; outdoor play equipment; EXCEPTIONS OR ADDITIONS:  
 SELLER TO PROVIDE A RANGE AND REFRIGERATOR. SELLER TO PROVIDE BUYER WITH COPIES OF ANY WARRANTIES THAT PERTAIN TO THIS PROPERTY. ( e.g. FURNACE, WATER HEATER, PLUMBING, ELECTRICAL, ROOF) ,IF AVAILABLE.  
(withdws)

3. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED *THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS*. THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):  AGENT/SUBAGENT OF THE SELLER  
 BUYER'S AGENT  DUAL AGENT (with written, informed consent of both BUYER and SELLER)  
 OTHER: \_\_\_\_\_
4. **PRICE:** THE SALE PRICE WILL BE Thirty-Five Thousand DOLLARS  
 (\$ 35,000.00).
5. **METHOD OF PAYMENT:** ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK MONEY ORDER. The sale will be completed by the following method:  
 CASH. The full price upon delivery of a warranty deed (in the form of CERTIFIED CHECK, CASHIER'S CHECK, OR BANK MONEY ORDER).  
 NEW MORTGAGE. The full price upon delivery of a warranty deed. This Contract is contingent on BUYER'S ability to obtain a FHA W/MSHDA 20% 2ND MTG 30 year mortgage in the amount of \$ 35,000.00 or 100% % of the sale price.  
 BUYER will formally apply for loan within 3 business days after SELLER'S acceptance, or  BUYER has formally applied for a mortgage loan and is conditionally preapproved. If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before 30 DAYS FROM CONTRACT SELLER may cancel this Contract. Sale will be completed upon delivery of a warranty deed.  
 LAND CONTRACT. \$ \_\_\_\_\_ down payment upon BUYER and SELLER signing a Greater Lansing Association of REALTORS® Land Contract (latest revision), or other form specified below. BUYER will pay monthly installments (principal and interest) of \$ \_\_\_\_\_ or more, including annual interest of \_\_\_\_\_ %, beginning \_\_\_\_\_ days after Closing; and in addition:  
 1/12 of SELLER'S estimate of annual real estate taxes will be paid by BUYER each month by: \_\_\_\_\_ add back \_\_\_\_\_ escrow;  
 OR  real estate taxes will be paid by BUYER. BUYER will pay the entire balance within \_\_\_\_\_ years after Closing.

BUYER'S initials ALM, Date 7/12/12 SELLER'S initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ (# 115a)



**GREATER LANSING ASSOCIATION OF REALTORS®  
UNIFORM BUY & SELL CONTRACT**

604 DETROIT, JACKSON, MI 49201



Property Address/Description

ASSUMPTION/ASSIGNMENT. Delivery of:  Warranty deed subject to BUYER'S  Formal  Informal Assumption of existing mortgage, OR  Assignment of SELLER'S interest in land contract, provided mortgage or land contract is assumable by BUYER. BUYER to pay the difference (approximately \$ \_\_\_\_\_) between sales price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ \_\_\_\_\_ including interest at \_\_\_\_\_% yearly, which is \_\_\_\_\_ fixed \_\_\_\_\_ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

6. **PRORATED ITEMS:** Rents, association dues/fees, if any; service and usage fees; insurance if assigned; and interest on any existing land contract, mortgage, or lien assumed by BUYER, will be current and prorated to the date of Closing.  
EXCEPTIONS: NONE

7. **A. SPECIAL ASSESSMENTS** which are or become a lien on the property on or before the date of Closing will be paid by SELLER. EXCEPTIONS: NONE

**B. TAXES** will be treated as if they cover the CALENDAR YEAR in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES which are first billed in the year of Closing will be prorated so that SELLER will pay taxes from the first of the year to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for TAXES is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

8. **A. BUYER WILL PAY FOR** transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and  stake or  mortgage report survey (if mortgage survey is required for the insurance, it will be at the BUYER'S expense). EXCEPTIONS: NONE ...SELLER TO PROVIDE COPIES OF ANY EXISTING SURVEYS.

See § B

**B. SELLER WILL PAY FOR** an owner's policy of title insurance  with standard exceptions  without standard exceptions  ALTA Homeowner's Policy of Title Insurance (extended coverage) in the amount of the sale price; all costs required to convey clear title; closing fee if closing a cash, land contract, V.A., or purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.  
EXCEPTIONS/ADDITIONS: AT CLOSE SELLER TO PAY 6% OF PURCHASE PRICE TOWARDS BUYER CLOSING COSTS, ESCROWS, PREPAIDS, AND INSPECTIONS.

9. **PROFESSIONAL ADVICE:** Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction.  BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreements form and to determine that the terms of this Contract have been met. Documents of transaction to be reviewed by: Attorney Name: ATTORNEYS PKG TO BUYERS 48 HRS BEFORE CLOSE Telephone # \_\_\_\_\_  
Address: \_\_\_\_\_ Fax # \_\_\_\_\_

OR  BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

10. **A. TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.

**B. CLOSING:** Sale will be closed  on OR  by 10/15/12 CLOSING ASAP, \_\_\_\_\_ unless amended by written addendum to this Contract. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Contract if title defects have not been remedied.

**C. FACSIMILE.** Execution of a facsimile counterpart of the Contract shall be deemed execution of the original Contract. Facsimile transmission of an executed copy of this Contract shall be treated the same as hand delivery.

BUYER'S initials ALM, Date 7/12/12 SELLER'S initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ (# 115b)









**GREATER LANSING ASSOCIATION OF REALTORS®  
UNIFORM BUY & SELL CONTRACT – Part 2 (RESPONSE FORM)**



604 DETROIT ST., JACKSON , MI 49201

PROPERTY ADDRESS/DESCRIPTION

The following is to be part of and incorporated into the Sales Contract between \_\_\_\_\_

\_\_\_\_\_ **McCLAIN** \_\_\_\_\_ as BUYER and \_\_\_\_\_ **CITY OF JACKSON** \_\_\_\_\_

\_\_\_\_\_ as SELLER dated 07/12/12 for the above-named property.

22. **SELLER'S RECEIPT/RESPONSE:** The above offer is
- ACCEPTED AS WRITTEN
  - REJECTED
  - AMENDED AS FOLLOWS:

23. **ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

24. **MULTIPLE OFFERS:** BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. ***IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.***

25. **SELLER LIABILITY:** SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS CONTRACT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS(ES) TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

BUYER'S initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ SELLER'S initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ (# 116a)

This contract is for use by Jennie Neff-Harton. Use by any other party is illegal and voids the contract.  
This contract is for use by Jennie Neff-Harton. Use by any other party is illegal and voids the contract.





GREATER LANSING ASSOCIATION OF REALTORS®  
UNIFORM BUY & SELL CONTRACT – PART 2 (RESPONSE FORM)



604 DETROIT ST., JACKSON , MI 49201

PROPERTY ADDRESS/DESCRIPTION

26. **SELLER'S ACKNOWLEDGEMENT:** SELLER acknowledges receipt of a copy of the Buy & Sell Contract Part 1 and Part 2 (Response Form) of this Sales Contract.

DATE: \_\_\_\_\_, \_\_\_\_\_ a.m./p.m.

Witness/Agent: \_\_\_\_\_ X \_\_\_\_\_ SELLER  
(UserName)

Agent's Telephone: \_\_\_\_\_ X \_\_\_\_\_ SELLER

SELLER'S Address: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (day) TELEPHONE: \_\_\_\_\_ (eve)

27. **BUYER'S RECEIPT/RESPONSE:**

If accepted as written

**RECEIPT** is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

**ACCEPTS** SELLER'S counter offer. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. BUYER ACKNOWLEDGES THERE WILL BE A BINDING CONTRACT BETWEEN THE PARTIES ONLY WHEN THE SELLER SIGNS PARAGRAPH 28 BELOW.

**REJECTS.**

DATE: \_\_\_\_\_, \_\_\_\_\_ a.m./p.m.

Witness/Agent \_\_\_\_\_ X \_\_\_\_\_ BUYER  
(UserName)

Agent's Telephone: \_\_\_\_\_ X \_\_\_\_\_ BUYER

BUYER'S Address: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (day) TELEPHONE: \_\_\_\_\_ (eve)

28. **SELLER'S RECEIPT:** SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.

DATE: \_\_\_\_\_, \_\_\_\_\_ a.m./p.m.

Witness/Agent \_\_\_\_\_ X \_\_\_\_\_ SELLER

X \_\_\_\_\_ SELLER

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This contract is for use by Jennie Neff-Harton. Use by any other party is illegal and voids the contract.





GREATER LANSING ASSOCIATION OF REALTORS®  
ADDENDUM TO BUY AND SELL CONTRACT



ADDENDUM NUMBER \_\_\_\_\_

604 DETROIT, JACKSON, MI 49201

PROPERTY

This addendum to be part of and incorporated into the Buy and Sell Contract between \_\_\_\_\_

ANNA McCLAIN as BUYER and \_\_\_\_\_

as SELLER dated 07/12/12 regarding the above-captioned property.

The above-referenced Buy and Sell Contract is amended as follows:

Date \_\_\_\_\_ a.m.  
p.m.

RECEIPT OF A COPY OF THIS ADDENDUM IS ACKNOWLEDGED BY SELLER OR BUYER (circle one)

WITNESS \_\_\_\_\_ X \_\_\_\_\_

WITNESS \_\_\_\_\_ X \_\_\_\_\_

Date \_\_\_\_\_ a.m.  
p.m.

ACCEPTANCE

OF THIS ADDENDUM AND RECEIPT OF A COPY ARE ACKNOWLEDGED BY SELLER OR BUYER (circle one)

REJECTION

WITNESS \_\_\_\_\_ X \_\_\_\_\_

WITNESS \_\_\_\_\_ X \_\_\_\_\_

Date \_\_\_\_\_ a.m.  
p.m.

RECEIPT OF A COPY OF THIS ADDENDUM IS ACKNOWLEDGED BY SELLER OR BUYER (circle one)

WITNESS \_\_\_\_\_ X \_\_\_\_\_

WITNESS \_\_\_\_\_ X \_\_\_\_\_

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This contract is for use by Jennie Neff-Harton. Use by any other party is illegal and voids the contract.





**Addendum \_\_\_\_\_**  
(This addendum is made part of the  
\_\_Purchase Agreement / \_\_ Listing Contract.)

Date: \_\_\_\_\_ Property Address: \_\_\_\_\_

It is agreed and understood that any additions or changes shown below supersede the original agreement/contract. All other terms and conditions remain the same.

---

Respond by: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date



# Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection  
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## CITY COUNCIL MEETING August 14, 2012

**TO:** Honorable Mayor Griffin and City Councilmembers  
**FROM:** Patrick Burtch, Deputy City Manager  
**SUBJECT:** Award Demolition Contracts Based on Unit Price

---

### RECOMMENDED ACTION:

Award seven (7) contracts based on per property pricing over three (3) separate bid packages as follows:

- 1) **Bid Package A: \$59,700.00 to Dore & Associates, \$4,000.00 to Dunigan Brothers, and \$69,449.00 to Smalley Construction.**
- 2) **Bid Package B: \$39,875.60 to Dunigan Brothers and \$22,145.00 to Smalley Construction.**
- 3) **Bid Package C: \$78,213.40 to Dunigan Brothers and \$100,189.00 to Smalley Construction.**

---

With the start of the new fiscal year on July 1, 2012, sufficient funding from various sources was available to revive the residential property demolition program. As such, three separate packages were prepared to solicit demolition bids as follows:

**Bid Package A** – Contains 15 properties that were condemned through the City’s normal processes. All condemnations have been upheld by the Building Code Board of Examiners and Appeals (BCBA).

**Bid Package B** – Contains eight (8) properties in a similar geographic location on Williams Street. These properties were also condemned through the City’s normal processes; however, as a test case, these properties were bid as a package to determine if better pricing could be achieved through close geographic location.

**Bid Package C** – Contains 13 properties that were condemned through the City’s enhanced demolition program, which is federally funded. While undergoing the same processes for condemnation and hearings before the BCBA, these properties also have additional qualifications which must be met. To be considered for federal funds, a cost/benefit analysis of rehabilitation versus demolition must be completed, the property must be cited in a CDBG-eligible neighborhood in the City, the property cannot be of historic or potentially historic value, and the property must exhibit a period of vacancy at the time it is condemned.

When contractors submitted bids for the separate packages with instructions to submit both unit prices (cost to demolish an individual structure) and an alternate, discounted bid if awarded all the properties contained in the individual bid packages. After careful scrutiny of the attached Bid Tabulation, it was determined the City would realize a cost savings to award multiple contracts within each bid package on a per unit basis. Below is an accounting of the contracts recommended to be awarded through unit pricing and the overall cost savings to the City per bid package as opposed to contracts through the alternate, discounted group prices:

**Bid Package A****Overall Low Bid as Package, 1 Contract: \$141,440.00****Recommended Awards for Unit Pricing****Dore & Associates**

119 Francis Ct.....	\$ 5,800.00
311 N Elm St.....	7,900.00
917 S Jackson St .....	9,200.00
933 Chittock Ave .....	7,600.00
1015 Francis St .....	12,300.00
1022 S Jackson St .....	8,800.00
1051 Francis St .....	8,100.00

**Subtotal for Unit Price Contract to Dore: \$59,700.00****Dunigan Brothers**

341 W Morrell St .....	\$4,000.00
------------------------	------------

**Subtotal for Unit Price Contract to Dunigan: \$ 4,000.00****Smalley Construction**

408 N Park Ave.....	\$8,115.00
722 Randolph St.....	10,255.00
920 Francis St .....	2,240.00
939 Chittock Ave .....	11,595.00
942 S Jackson St .....	14,430.00
1017-1019 Fourth St .....	11,983.00
517 E Trail St.....	10,831.00

**Subtotal for Unit Price Contract to Smalley: \$69,449.00****Overall Low Bids for Unit Pricing, 3 Contracts: \$133,149.00****Total Cost Savings to City: \$ 8,291.00****Bid Package B****Overall Low Bid as Package, 1 Contract: \$69,141.00****Recommended Awards for Unit Pricing****Dunigan Brothers**

1011 Williams St .....	\$5,977.20
1013 Williams St .....	8,233.60
1019 Williams St .....	8,134.30
1041 Williams St .....	8,044.00
1045 Williams St .....	9,486.50

**Subtotal for Unit Price Contract to Dunigan: \$39,875.60****Smalley Construction**

605 Williams St .....	\$12,265.00
1038 Williams St .....	8,040.00
1415 Williams St .....	1,840.00

**Subtotal for Unit Price Contract to Smalley: \$22,145.00****Overall Low Bids for Unit Pricing, 2 Contracts: \$62,020.60****Total Cost Savings to City: \$ 7,120.40**

**Bid Package C****Overall Low Bid as Package, 1 Contract: \$181,279.00****Recommended Awards for Unit Pricing****Dunigan Brothers**

115-117 E Mason St.....	\$33,364.00
116 W Mason St .....	15,106.00
1015 Adrian Ave.....	9,235.80
1025 Pigeon St.....	9,044.00
1125 Woodbridge St.....	11,463.60

**Subtotal for Unit Price Contract to Dunigan: \$78,213.40****Smalley Construction**

115 Summit Ave .....	\$14,635.00
401 W Trail St*.....	11,972.00
425 N Blackstone St.....	16,015.00
704 Detroit St* .....	12,302.00
1008-1010 Adrian Ave .....	12,505.00
1018 Pigeon St.....	12,665.00
1307 Pringle Ave .....	10,330.00
1615 Deyo St .....	9,765.00

**Subtotal for Unit Price Contract to Smalley: \$100,189.00****Overall Low Bids for Unit Pricing, 2 Contracts: \$178,402.40****Total Cost Savings to City: \$ 2,876.60**

With the exception of the two properties containing an asterisk (\*), the federal funding to be utilized under Bid Package C comes from Community Development Block Grant (CDBG); Neighborhood Stabilization Program (NSP) funds will be used for the two marked properties. Should City Council award the contracts as recommended, accounts obligated for demolition would retain residual, unencumbered balances as follows:

	<b>Account #252 Demolition Fund</b>	<b>Account #286 CDBG**</b>	<b>Account #289 NSP</b>	<b>Totals</b>
<b>Beginning Balance:</b>	\$413,349.00	\$494,924.00	\$24,274.00	\$932,547.00
<b>Less Award of Unit Price Contracts:</b>	<u>-195,169.60</u>	<u>-156,995.40</u>	<u>-24,274.00</u>	<u>-376,439.00</u>
<b>Account Balance:</b>	<u><b>\$218,179.40</b></u>	<u><b>\$337,928.60</b></u>	<b>-0-</b>	<u><b>\$596,108.00</b></u>

\*\*CDBG funds available for demolition will be limited to 30% of the total amount of CDBG funds expended by June 30, 2013 per 24 CFR 570.200(a)(3).

cc: Shelly Allard, Purchasing Agent  
 Frank Donovan, Chief Building Official  
 Sheila Prater, Records Management Coordinator



**Bid Tabulation For  
Asbestos Removal Demolition of Residential Buildings  
and Accessory Structures At Various Locations Throughout  
the City of Jackson  
Thursday, August 2, 2012, 9:00 AM**

		<b>DORE &amp; ASSOCIATES</b> PO Box 146 Bay City, MI 48707	<b>DUNIGAN BROTHERS</b> 911 E. South Street Jackson, MI 49203	<b>E. T. MACKENZIE COMPANY</b> 4248 W. Saginaw Hwy. Grand Ledge, MI 48837	<b>JULE SWARTZ &amp; SON EXCAVATING</b> 7855 Dixon Rd. Jackson, MI 49201	<b>SMALLEY CONSTRUCTION</b> 1742 West US 10 Scottville, MI 49454
<b>ITEM NO</b>	<b>ADDRESS/LOCATION</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>
<b>PACKAGE A</b>						
1	119 Francis Ct.	5800.00	6544.00			5840.00
2	311 N. Elm St.	7900.00	9444.00			11465.00
3	341 W. Morrell St.	5700.00	4000.00			4730.00
4	408 N. Park Ave.	9200.00	9853.00			8115.00
5	722 Randolph St.	11700.00	12937.40			10255.00
6	917 S. Jackson St.	9200.00	16240.00			11415.00
7	920 Francis St.	2800.00	2650.00			2240.00
8	933 Chittock St.	7600.00	9132.00			11465.00
9	939 Chittock St.	12800.00	13965.60			11595.00
10	942 Jackson St.	17400.00	18805.40			14430.00
11	1015 Francis St.	12300.00	12832.00			13110.00
12	1017/1019 Fourth St.	17200.00	18376.00			11983.00
13	1022 S. Jackson St.	8800.00	8828.20			11445.00
14	1051 Francis St.	8100.00	10300.20			9965.00
15	517 E. Trail St.	14700.00	12150.40			10831.00
<b>TOTAL PACKAGE A</b>		151200.00	166058.20	0.00	0.00	148884.00
<b>ALTERNATE BID:</b> Discounted Total if awarded all fifteen (15) line items above.		150200.00				141440.00
<b>PACKAGE B</b>						
<b>ITEM NO</b>	<b>ADDRESS/LOCATION</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>
1	605 Williams St.		14076.40	16215.00	21713.21	12265.00
2	1011 Williams St.		5977.20	10415.00	12000.00	8580.00
3	1013 Williams St.		8233.60	17540.00	16782.00	10465.00
4	1019 Williams St.		8134.30	17200.00	16735.00	11165.00
5	1038 Williams St.		8561.80	16200.00	14118.00	8040.00
6	1041 Williams St.		8044.00	17250.00	19810.00	10340.00
7	1045 Williams St.		9486.50	19150.00	15319.17	10085.00
8	1415 Williams St.		7484.00	4970.00	10500.00	1840.00
<b>TOTAL PACKAGE B</b>		0.00	69997.80	118940.00	126977.38	72780.00
<b>ALTERNATE BID:</b> Discounted Total if awarded all eight (8) line items above.				117440.00	124000.00	69141.00



**Bid Tabulation For  
Asbestos Removal Demolition of Residential Buildings  
and Accessory Structures At Various Locations Throughout  
the City of Jackson  
Thursday, August 2, 2012, 9:00 AM**

		<b>DORE &amp; ASSOCIATES</b> PO Box 146 Bay City, MI 48707	<b>DUNIGAN BROTHERS</b> 911 E. South Street Jackson, MI 49203	<b>E. T. MACKENZIE COMPANY</b> 4248 W. Saginaw Hwy. Grand Ledge, MI 48837	<b>JULE SWARTZ &amp; SON EXCAVATING</b> 7855 Dixon Rd. Jackson, MI 49201	<b>SMALLEY CONSTRUCTION</b> 1742 West US 10 Scottville, MI 49454
<b>ITEM NO</b>	<b>ADDRESS/LOCATION</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>
<b>PACKAGE CDBG FUNDED</b>						
<b>ITEM NO</b>	<b>ADDRESS/LOCATION</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>	<b>BID AMOUNT</b>
1	115 Summit Ave.		16269.00		24272.52	14635.00
2	115/117 E. Mason St.		33634.00		34616.67	40886.00
3	116 W. Mason St.		15106.00		17608.00	16160.00
4	401 Trail St.		14351.40		15848.00	11972.00
5	425 N. Blackstone St.		16350.80		22900.00	16015.00
6	704 Detroit St.		17934.00		24982.29	12302.00
7	1008/101 Adrian Ave.		15379.20		25990.00	12505.00
8	1015 Adrian Ave.		9235.80		13097.78	11565.00
9	1018 Pigeon St.		20485.80		18245.25	12665.00
10	1025 Pigeon St.		9044.00		16829.93	10105.00
11	1125 Woodbridge St.		11463.60		14523.70	11915.00
12	1307 Pringle Ave.		11902.40		16950.99	10330.00
13	1615 Deyo St.		10101.60		14429.78	9765.00
	<b>TOTAL PACKAGE CDBG FUNDED</b>	0.00	201257.60	0.00	260294.91	190820.00
	<b>ALTERNATE BID:</b> Discounted Total if awarded all thirteen (13) line items above.				257000.00	181279.00



# Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection  
(517) 788-4012

Code Enforcement  
(517) 788-4060

Engineering  
(517) 788-4160

Planning & Economic Development  
(517) 768-6433

## CITY COUNCIL MEETING August 14, 2012

**TO:** Honorable Mayor Griffin and City Council Members

**FROM:** Patrick Burtch, Deputy City Manager

**SUBJECT:** Consideration of employment agreements to fill three (3) of the (4) full time and one (1) part time newly created Code Enforcement Officers positions

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### RECOMMENDED ACTION:

**Authorize the Mayor and City Clerk sign Employment Agreements with four (4) persons to fill three (3) of the four (4) full time and one (1) part time newly created Code Enforcement Officer positions.**

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As part of the Jackson Overall Economic Stabilization Program, Chapter 14 of the City of Jackson Code of Ordinances recently established a Non-Owner Occupied Residential Property Registry and a Foreclosed, Vacant, and Abandoned Residential Property Registry. Both ordinance sections required revenues from the registries to be accounted for in a Housing Code Enforcement Fund which affords the City the opportunity to hire additional inspectors and administrative staff in the Department of Neighborhood & Economic Operations to increase blight and housing code enforcement efforts.

To that end, applications were solicited through City/County Personnel & Labor Relations for Code Enforcement Officer I, II and III positions. The job descriptions and varying levels of qualification were approved by City Council at its April 24, 2012 meeting. Department of Neighborhood & Economic Operations staff reviewed 43 applications and interviewed 14 prospective candidates. After careful consideration, staff recommends employment contracts be approved with the following persons:

<b>Sven Harrison</b>	Code Enforcement Officer II – full time
<b>Timothy J. Pickett</b>	Code Enforcement Officer I – full time
<b>Jerry Stackhouse</b>	Code Enforcement Officer I – full time
<b>Charles Williams</b>	Code Enforcement Officer II – part time

Employment Agreements were prepared by Personnel & Labor Relations and approved by the City Attorney setting forth the terms and conditions of employment with each of the persons listed above. The Agreements require execution by the employee, the Mayor and City Clerk to become in full force and effect.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_ 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 **Sven Harrison** (hereinafter the "Employee") of 916 Homewild, Jackson, MI 49201.

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as a **Code Enforcement Officer II** on the terms and conditions herein specified and as provided herein; and

WHEREAS, Employee desires to perform said services on the conditions herein set forth; and

Whereas, the parties, wish by this Agreement to set forth the specified terms and conditions of employment as follows:

1. General Terms and Full-Time Employment

The City hereby agrees to pay Employee and he/she agrees to perform the functions of the **Code Enforcement Officer II**. This is a full-time non-union at-will contractual employment arrangement.

2. Compensation

The City agrees to pay the Employee an hourly wage of Class Grade 8, Step 1 at \$18.2652 per hour in accordance with the City's assigned pay schedule for this classification, for rendering services specified in the job description. The employee will be eligible for wage step increases in accordance with the City's Personnel Policy and shall be eligible for general rate increases approved by City Council for non-union employees. It is understood that the employee is hired as an "at will" employee for an indefinite term and may have his/her employment terminated by the City with or without cause at any time.

3. Deferred Compensation/Defined Contribution Pension Plan

The Employee will not be part of the City's Employees Retirement System (ERS) and by signing this Agreement, shall decline the option to opt-into the ERS pension. The employee may choose to participate in and personally contribute to any available deferred compensation program offered to City employees. The City shall not make any contributions to any deferred compensation plan on the Employee's behalf. At such time as the City implements a defined contribution pension plan, the Employee must participate and comply with the terms of such plan.

4. Vacation and Sick Leave

The Employee shall be afforded vacation and sick leave allowances in accordance with the City of Jackson's Personnel Policy (Article XIV- Vacation and Other Leave Time), and as may be amended, governing full-time non-union employees. Upon termination or resignation, all eligible unused vacation benefits shall be paid in accordance with the City's personnel policy for administrative non-union employees.

5. Health Insurance and other Benefits

The Employee shall be offered the same health insurance plans as are offered to other non-union full-time City employees and shall pay 20% of the premium for such coverage. This 20% premium share shall be deducted from the employee's bi-weekly paycheck. The employee will be eligible for any available cash-in-lieu of health insurance if such is offered to other non-union full-time employees.

6. Other Working Conditions

Except where exempted in or by this Agreement, the Employee shall be entitled to other employment benefits provided to full-time non-union City employees which include holidays, disability insurance, and life insurance and other benefits provided to full-time non-union employees of the City by personnel policy, City ordinance, City Council resolution, or Administrative Regulation.

7. Residency

The Employee shall comply with the residency requirements of the City's Personnel Policy which stipulate that Employee agrees to move within twenty (20) miles of the geographic limits of the City of Jackson, Michigan within twelve (12) months of hire, and maintain residency for the duration of employment.

8. Termination

It is agreed by both parties hereto that Employee 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 Employee 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.

If the Employee desires to voluntarily resign his/her position, he/she agrees to give his/her Department Head at least two weeks advance written notice of such resignation.

9. Notices

Notice to Employee, for purposes of this section, shall be mailed to his or her current address of record as noted above.

Notice to the City, for purposes of this section, shall be mailed to:

Deputy City Manager  
161 West Michigan Avenue  
Jackson, Michigan 49201  
Attn: Patrick Burtch

10. 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 Employee.
- C. 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.
- D. The City shall fix such other terms and conditions of employment as from time to time, it may determine, relating to the employment and/or performance of Employee, 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.

EMPLOYEE

CITY OF JACKSON

By: \_\_\_\_\_

By: \_\_\_\_\_

Martin J. Griffin, Mayor

\_\_\_\_\_  
Lynn Fessel, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Julius A. Giglio, City Attorney

ATTACHMENT A  
(Job Description)

Class Grade 8

**Title: Code Enforcement Officer II**

**General Summary:**

Under the general supervision of a higher classified employee, travels through the City conducting on-site inspections of property to determine violations of City and State housing and construction codes and City ordinances for the purpose of housing and building safety and eliminating conditions that create blight in neighborhoods. Evaluates potential for repair and rehabilitation, prepares specifications and inspects work to ensure conformance with rehabilitation specifications.

**Hours of Work:**

Subject to operational needs, this may be either a full-time or a part-time position. Part-time positions with regular hours scheduled during the business day, generally will not exceed 28-32 hours per week. The employee may occasionally be asked to assist with a special event on an evening or weekend.

**Typical Duties:**

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job satisfactorily, an individual must be able to perform each essential function satisfactorily.

1. Surveys the community to locate deteriorating or blighted neighborhoods. Monitors various properties to verify security. Investigates citizen complaints regarding possible violations of City zoning, blight, animal and nuisance ordinances, including: accumulations of garbage, trash, junk and debris; inoperable, dismantled or unlicensed motor vehicles; tall grass and noxious weeds; graffiti; dangerous sidewalks and snow removal; number and types of animals; and other related issues as assigned. Issues related notices to homeowners and reports related problems to other City departments as appropriate.
2. Contacts homeowners to schedule inspections and discuss potential for rehabilitation.
3. Performs on-site inspections to identify violations of City ordinances and building, electrical, heating and plumbing codes. Advises homeowners of necessary repairs and housing deficiencies. Discusses methods of repair, costs and reimbursement, if applicable. Sketches floor plans and diagrams to illustrate possible repairs and renovations.

4. Compiles results of inspections and prepares code violation letter to homeowner listing violations and citing sections of code being violated to obtain compliance through legal enforcement when necessary.
5. Prepares detailed specifications listing repairs to be performed and estimating materials and costs necessary to complete the job. Reviews specifications with homeowner.
6. Presents specifications to contractors at the job site and reviews each item listed. Obtains bids from contractors, compares bids to ascertain lowest bid, and recommends the awarding of contract for repairs.
7. Reviews final contract with homeowners and contractors. Prepares change orders to contract documents as necessary.
8. Inspects repair and renovation work in progress to insure conformance with specifications and codes.
9. Receives and verifies complaints from homeowners against contracts regarding quality of workmanship and mediated disputes.
10. Prepares detailed daily activity reports, periodic status reports on cases in progress and other reports as required.
11. Works with financial staff, administrative staff and other inspectors to coordinate signing of documents, legal responsibility, funding approval and inspections on each case. Assists with coordination of special projects and neighborhood clean-ups, working with department staff and other departments.
12. Maintains records of repeat offenders and make recommendations to supervisor for issuance of Administrative Hearing Bureau notices. Testifies at Administrative Hearing Bureau concerning observations and work responsibilities.
13. Communicates orally and in writing with City residents and department staff regarding enforcement activities. Responds to routine inquiries, shares information and makes appropriate referrals in response to resident questions.
14. Drives a motor vehicle in the performance of duties.
15. May perform work of lower classified employees in related duties.
16. Will complete other duties assigned which are within the scope of responsibility of the position.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- High school diploma or GED with four (4) years of building construction, inspection or supervision of building construction or equivalent combination of job related education and experience.
- Must possess a valid Michigan Residential Builder's License, Electrical Contractor's License, Mechanical Contractor's License, or Plumbing Contractor's License in good standing.

- Must possess a valid driver's license at time of appointment and maintain during employment in this classification. Must have a good driving record.
- Must be able to read, speak and understand the English language, as well as write legibly to complete reports and forms.
- Must be capable of learning to successfully use specialized computer equipment and software.
- Able to follow through on written and oral instructions.
- Ability to interact professionally and constructively with other employees, elected officials and the general 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 frequently required to stand, walk, sit, use hands and fingers, talk and hear. The employee must be able to bend, stoop, twist and turn as necessary to observe building components and must be able to negotiate in confined spaces. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus, as necessary, to drive and observe violations. The employee must be able to enter and exit motor vehicles numerous times during daily assignments. The employee will work both indoors and outdoors and must be able to tolerate working in changing weather conditions. The noise level in the work environment is usually quiet or moderate.

Approved by City Manager: \_\_\_\_\_  
 Laurence Shaffer

Date: \_\_\_\_\_

Approved by City/County  
 Director of Human Resources: \_\_\_\_\_  
 Crystal Dixon

Date: \_\_\_\_\_

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_ 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 **Timothy John Pickett** (hereinafter the "Employee") of 2580 Little Rd., Parma, MI 49224.

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as a **Code Enforcement Officer I** on the terms and conditions herein specified and as provided herein; and

WHEREAS, Employee desires to perform said services on the conditions herein set forth; and

Whereas, the parties, wish by this Agreement to set forth the specified terms and conditions of employment as follows:

1. General Terms and Full-Time Employment

The City hereby agrees to pay Employee and he/she agrees to perform the functions of the **Code Enforcement Officer I**. This is a full-time non-union at-will contractual employment arrangement.

2. Compensation

The City agrees to pay the Employee an hourly wage of Class Grade 7, Step 1 at \$17.2408 per hour in accordance with the City's assigned pay schedule for this classification, for rendering services specified in the job description. The employee will be eligible for wage step increases in accordance with the City's Personnel Policy and shall be eligible for general rate increases approved by City Council for non-union employees. It is understood that the employee is hired as an "at will" employee for an indefinite term and may have his/her employment terminated by the City with or without cause at any time.

3. Deferred Compensation/Defined Contribution Pension Plan

The Employee will not be part of the City's Employees Retirement System (ERS) and by signing this Agreement, shall decline the option to opt-into the ERS pension. The employee may choose to participate in and personally contribute to any available deferred compensation program offered to City employees. The City shall not make any contributions to any deferred compensation plan on the Employee's behalf. At such time as the City implements a defined contribution pension plan, the Employee must participate and comply with the terms of such plan.

4. Vacation and Sick Leave

The Employee shall be afforded vacation and sick leave allowances in accordance with the City of Jackson's Personnel Policy (Article XIV- Vacation and Other Leave Time), and as may be amended, governing full-time non-union employees. Upon termination or resignation, all eligible unused vacation benefits shall be paid in accordance with the City's personnel policy for administrative non-union employees.

5. Health Insurance and other Benefits

The Employee shall be offered the same health insurance plans as are offered to other non-union full-time City employees and shall pay 20% of the premium for such coverage. This 20% premium share shall be deducted from the employee's bi-weekly paycheck. The employee will be eligible for any available cash-in-lieu of health insurance if such is offered to other non-union full-time employees.

6. Other Working Conditions

Except where exempted in or by this Agreement, the Employee shall be entitled to other employment benefits provided to full-time non-union City employees which include holidays, disability insurance, and life insurance and other benefits provided to full-time non-union employees of the City by personnel policy, City ordinance, City Council resolution, or Administrative Regulation.

7. Residency

The Employee shall comply with the residency requirements of the City's Personnel Policy which stipulate that Employee agrees to move within twenty (20) miles of the geographic limits of the City of Jackson, Michigan within twelve (12) months of hire, and maintain residency for the duration of employment.

8. Termination

It is agreed by both parties hereto that Employee 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 Employee 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.

If the Employee desires to voluntarily resign his/her position, he/she agrees to give his/her Department Head at least two weeks advance written notice of such resignation.

9. Notices

Notice to Employee, for purposes of this section, shall be mailed to his or her current address of record as noted above.

Notice to the City, for purposes of this section, shall be mailed to:

Deputy City Manager  
161 West Michigan Avenue  
Jackson, Michigan 49201  
Attn: Patrick Burtch

10. 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 Employee.
- C. 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.
- D. The City shall fix such other terms and conditions of employment as from time to time, it may determine, relating to the employment and/or performance of Employee, 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.

EMPLOYEE

CITY OF JACKSON

By: \_\_\_\_\_

By: \_\_\_\_\_

Martin J. Griffin, Mayor

\_\_\_\_\_  
Lynn Fessel, City Clerk

Approved as to Form:

By: \_\_\_\_\_

Julius A. Giglio, City Attorney

ATTACHMENT A  
(Job Description)

Class Grade 7

**Title: Code Enforcement Officer I**

**General Summary:**

Under the general supervision of a higher classified employee, travels through the City conducting on-site inspections of property to determine violations of City and State housing and construction codes and City ordinances for the purpose of housing and building safety and eliminating conditions that create blight in neighborhoods. Evaluates potential for repair and rehabilitation, prepares specifications and inspects work to ensure conformance with rehabilitation specifications.

**Hours of Work:**

Subject to operational needs, this may be either a full-time or a part-time position. Part-time positions with regular hours scheduled during the business day, generally will not exceed 28-32 hours per week. The employee may occasionally be asked to assist with a special event on an evening or weekend.

**Typical Duties:**

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job satisfactorily, an individual must be able to perform each essential function satisfactorily.

1. Surveys the community to locate deteriorating or blighted neighborhoods. Monitors various properties to verify security. Investigates citizen complaints regarding possible violations of City zoning, blight, animal and nuisance ordinances, including: accumulations of garbage, trash, junk and debris; inoperable, dismantled or unlicensed motor vehicles; tall grass and noxious weeds; graffiti; dangerous sidewalks and snow removal; number and types of animals; and other related issues as assigned. Issues related notices to homeowners and reports related problems to other City departments as appropriate.
2. Contacts homeowners to schedule inspections and discuss potential for rehabilitation.
3. Performs on-site inspections to identify violations of City ordinances and building, electrical, heating and plumbing codes. Advises homeowners of necessary repairs and housing deficiencies. Discusses methods of repair, costs and reimbursement, if applicable. Sketches floor plans and diagrams to illustrate possible repairs and renovations.
4. Compiles results of inspections and prepares code violation letter to homeowner listing violations and citing sections of code being violated to obtain compliance through legal enforcement when necessary.

5. Prepares detailed specifications listing repairs to be performed and estimating materials and costs necessary to complete the job. Reviews specifications with homeowner.
6. Presents specifications to contractors at the job site and reviews each item listed. Obtains bids from contractors, compares bids to ascertain lowest bid, and recommends the awarding of contract for repairs.
7. Reviews final contract with homeowners and contractors. Prepares change orders to contract documents as necessary.
8. Inspects repair and renovation work in progress to insure conformance with specifications and codes.
9. Receives and verifies complaints from homeowners against contracts regarding quality of workmanship and mediated disputes.
10. Prepares detailed daily activity reports, periodic status reports on cases in progress and other reports as required.
11. Works with financial staff, administrative staff and other inspectors to coordinate signing of documents, legal responsibility, funding approval and inspections on each case. Assists with coordination of special projects and neighborhood clean-ups, working with department staff and other departments.
12. Maintains records of repeat offenders and make recommendations to supervisor for issuance of Administrative Hearing Bureau notices. Testifies at Administrative Hearing Bureau concerning observations and work responsibilities.
13. Communicates orally and in writing with City residents and department staff regarding enforcement activities. Responds to routine inquiries, shares information and makes appropriate referrals in response to resident questions.
14. Drives a motor vehicle in the performance of duties.
15. May perform work of lower classified employees in related duties.
16. Will complete other duties assigned which are within the scope of responsibility of the position.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Must possess a valid driver's license at time of appointment and maintain during employment in this classification. Must have a good driving record.
- High school diploma or GED with two (2) years of building construction or inspection of building construction or equivalent combination of job related education and experience.
- Must be able to read, speak and understand the English language, as well as write legibly to complete reports and forms.
- Must be capable of learning to successfully use specialized computer equipment and software.

- Able to follow through on written and oral instructions.
- Ability to interact professionally and constructively with other employees, elected officials and the general 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 frequently required to stand, walk, sit, use hands and fingers, talk and hear. The employee must be able to bend, stoop, twist and turn as necessary to observe building components and must be able to negotiate in confined spaces. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus, as necessary, to drive and observe violations. The employee must be able to enter and exit motor vehicles numerous times during daily assignments. The employee will work both indoors and outdoors and must be able to tolerate working in changing weather conditions. The noise level in the work environment is usually quiet or moderate.

Approved by City Manager: \_\_\_\_\_  
 Laurence Shaffer

Date: \_\_\_\_\_

Approved by City/County Director  
 of Human Resources: \_\_\_\_\_  
 Crystal Dixon

Date: \_\_\_\_\_

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_ 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 **Jerry Stackhouse** (hereinafter the "Employee") of 740 Glenwood Ave., Jackson, MI 49203.

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as a **Code Enforcement Officer I** on the terms and conditions herein specified and as provided herein; and

WHEREAS, Employee desires to perform said services on the conditions herein set forth; and

Whereas, the parties, wish by this Agreement to set forth the specified terms and conditions of employment as follows:

1. General Terms and Full-Time Employment

The City hereby agrees to pay Employee and he/she agrees to perform the functions of the **Code Enforcement Officer I**. This is a full-time non-union at-will contractual employment arrangement.

2. Compensation

The City agrees to pay the Employee an hourly wage of Class Grade 7, Step 1 at \$17.2408 per hour in accordance with the City's assigned pay schedule for this classification, for rendering services specified in the job description. The employee will be eligible for wage step increases in accordance with the City's Personnel Policy and shall be eligible for general rate increases approved by City Council for non-union employees. It is understood that the employee is hired as an "at will" employee for an indefinite term and may have his/her employment terminated by the City with or without cause at any time.

3. Deferred Compensation/Defined Contribution Pension Plan

The Employee will not be part of the City's Employees Retirement System (ERS) and by signing this Agreement, shall decline the option to opt-into the ERS pension. The employee may choose to participate in and personally contribute to any available deferred compensation program offered to City employees. The City shall not make any contributions to any deferred compensation plan on the Employee's behalf. At such time as the City implements a defined contribution pension plan, the Employee must participate and comply with the terms of such plan.

4. Vacation and Sick Leave

The Employee shall be afforded vacation and sick leave allowances in accordance with the City of Jackson's Personnel Policy (Article XIV- Vacation and Other Leave Time), and as may be amended, governing full-time non-union employees. Upon termination or resignation, all eligible unused vacation benefits shall be paid in accordance with the City's personnel policy for administrative non-union employees.

5. Health Insurance and other Benefits

The Employee shall be offered the same health insurance plans as are offered to other non-union full-time City employees and shall pay 20% of the premium for such coverage. This 20% premium share shall be deducted from the employee's bi-weekly paycheck. The employee will be eligible for any available cash-in-lieu of health insurance if such is offered to other non-union full-time employees.

6. Other Working Conditions

Except where exempted in or by this Agreement, the Employee shall be entitled to other employment benefits provided to full-time non-union City employees which include holidays, disability insurance, and life insurance and other benefits provided to full-time non-union employees of the City by personnel policy, City ordinance, City Council resolution, or Administrative Regulation.

7. Residency

The Employee shall comply with the residency requirements of the City's Personnel Policy which stipulate that Employee agrees to move within twenty (20) miles of the geographic limits of the City of Jackson, Michigan within twelve (12) months of hire, and maintain residency for the duration of employment.

8. Termination

It is agreed by both parties hereto that Employee 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 Employee 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.

If the Employee desires to voluntarily resign his/her position, he/she agrees to give his/her Department Head at least two weeks advance written notice of such resignation.

9. Notices

Notice to Employee, for purposes of this section, shall be mailed to his or her current address of record as noted above.

Notice to the City, for purposes of this section, shall be mailed to:

Deputy City Manager/Community Development Director  
161 West Michigan Avenue  
Jackson, Michigan 49201  
Attn: Patrick Burtch

10. 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 Employee.
- C. 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.
- D. The City shall fix such other terms and conditions of employment as from time to time, it may determine, relating to the employment and/or performance of Employee, 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.

EMPLOYEE

CITY OF JACKSON

By: \_\_\_\_\_

By: \_\_\_\_\_

Martin J. Griffin, Mayor

\_\_\_\_\_  
Lynn Fessel, City Clerk

Approved as to Form:

By: \_\_\_\_\_

Julius A. Giglio, City Attorney

ATTACHMENT A  
(Job Description)

Class Grade 7

**Title: Code Enforcement Officer I**

**General Summary:**

Under the general supervision of a higher classified employee, travels through the City conducting on-site inspections of property to determine violations of City and State housing and construction codes and City ordinances for the purpose of housing and building safety and eliminating conditions that create blight in neighborhoods. Evaluates potential for repair and rehabilitation, prepares specifications and inspects work to ensure conformance with rehabilitation specifications.

**Hours of Work:**

Subject to operational needs, this may be either a full-time or a part-time position. Part-time positions with regular hours scheduled during the business day, generally will not exceed 28-32 hours per week. The employee may occasionally be asked to assist with a special event on an evening or weekend.

**Typical Duties:**

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job satisfactorily, an individual must be able to perform each essential function satisfactorily.

1. Surveys the community to locate deteriorating or blighted neighborhoods. Monitors various properties to verify security. Investigates citizen complaints regarding possible violations of City zoning, blight, animal and nuisance ordinances, including: accumulations of garbage, trash, junk and debris; inoperable, dismantled or unlicensed motor vehicles; tall grass and noxious weeds; graffiti; dangerous sidewalks and snow removal; number and types of animals; and other related issues as assigned. Issues related notices to homeowners and reports related problems to other City departments as appropriate.
2. Contacts homeowners to schedule inspections and discuss potential for rehabilitation.
3. Performs on-site inspections to identify violations of City ordinances and building, electrical, heating and plumbing codes. Advises homeowners of necessary repairs and housing deficiencies. Discusses methods of repair, costs and reimbursement, if applicable. Sketches floor plans and diagrams to illustrate possible repairs and renovations.
4. Compiles results of inspections and prepares code violation letter to homeowner listing violations and citing sections of code being violated to obtain compliance through legal enforcement when necessary.

5. Prepares detailed specifications listing repairs to be performed and estimating materials and costs necessary to complete the job. Reviews specifications with homeowner.
6. Presents specifications to contractors at the job site and reviews each item listed. Obtains bids from contractors, compares bids to ascertain lowest bid, and recommends the awarding of contract for repairs.
7. Reviews final contract with homeowners and contractors. Prepares change orders to contract documents as necessary.
8. Inspects repair and renovation work in progress to insure conformance with specifications and codes.
9. Receives and verifies complaints from homeowners against contracts regarding quality of workmanship and mediated disputes.
10. Prepares detailed daily activity reports, periodic status reports on cases in progress and other reports as required.
11. Works with financial staff, administrative staff and other inspectors to coordinate signing of documents, legal responsibility, funding approval and inspections on each case. Assists with coordination of special projects and neighborhood clean-ups, working with department staff and other departments.
12. Maintains records of repeat offenders and make recommendations to supervisor for issuance of Administrative Hearing Bureau notices. Testifies at Administrative Hearing Bureau concerning observations and work responsibilities.
13. Communicates orally and in writing with City residents and department staff regarding enforcement activities. Responds to routine inquiries, shares information and makes appropriate referrals in response to resident questions.
14. Drives a motor vehicle in the performance of duties.
15. May perform work of lower classified employees in related duties.
16. Will complete other duties assigned which are within the scope of responsibility of the position.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Must possess a valid driver's license at time of appointment and maintain during employment in this classification. Must have a good driving record.
- High school diploma or GED with two (2) years of building construction or inspection of building construction or equivalent combination of job related education and experience.
- Must be able to read, speak and understand the English language, as well as write legibly to complete reports and forms.
- Must be capable of learning to successfully use specialized computer equipment and software.

- Able to follow through on written and oral instructions.
- Ability to interact professionally and constructively with other employees, elected officials and the general 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 frequently required to stand, walk, sit, use hands and fingers, talk and hear. The employee must be able to bend, stoop, twist and turn as necessary to observe building components and must be able to negotiate in confined spaces. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus, as necessary, to drive and observe violations. The employee must be able to enter and exit motor vehicles numerous times during daily assignments. The employee will work both indoors and outdoors and must be able to tolerate working in changing weather conditions. The noise level in the work environment is usually quiet or moderate.

Approved by City Manager: \_\_\_\_\_  
 Laurence Shaffer

Date: \_\_\_\_\_

Approved by City/County Director  
 of Human Resources: \_\_\_\_\_  
 Crystal Dixon

Date: \_\_\_\_\_

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_ 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 **Charles Williams** (hereinafter the "Employee") of 1428 Gallery Place Dr. Apt. #2, Jackson, MI 49201.

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as a **part-time Code Enforcement Officer II** on the terms and conditions herein specified and as provided herein; and

WHEREAS, Employee desires to perform said services on the conditions herein set forth; and

Whereas, the parties, wish by this Agreement to set forth the specified terms and conditions of employment as follows:

1. General Terms and Part-Time Employment

The City hereby agrees to pay Employee and he/she agrees to perform the functions of the **Code Enforcement Officer II**. This is a part-time non-union at-will contractual employment arrangement.

2. Compensation

The City agrees to pay the Employee an hourly wage of Class Grade 8, Step 1 at \$18.2652 per hour in accordance with the City's assigned pay schedule for this classification, for rendering services specified in the job description. The employee will be eligible for wage step increases in accordance with the City's Personnel Policy and shall be eligible for general rate increases approved by City Council for non-union employees. It is understood that the employee is hired as an "at will" employee for an indefinite term and may have his/her employment terminated by the City with or without cause at any time.

3. Deferred Compensation

As a part-time employee, the Employee will not be part of the City's Employees Retirement System (ERS) and by signing this Agreement, shall decline the option to opt-into the ERS pension. The employee may choose to participate in and personally contribute to any available deferred compensation program offered to City employees. The City shall not make any contributions to any deferred compensation plan on the Employee's behalf.

4. Vacation and Sick Leave

The city does not offer vacation or sick leave benefits to part-time employees.

5. Health Insurance and other Benefits

The City does not offer health insurance benefits to part-time employees.

6. Other Working Conditions

Except where exempted in or by this Agreement, the Employee shall be entitled to other employment benefits provided to part-time City employees in accordance with City personnel policy, City ordinance, City Council resolution, or Administrative Regulation.

7. Residency

The Employee shall comply with the residency requirements of the City's Personnel Policy which stipulate that Employee agrees to move within twenty (20) miles of the geographic limits of the City of Jackson, Michigan within twelve (12) months of hire, and maintain residency for the duration of employment.

8. Termination

It is agreed by both parties hereto that Employee 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 Employee 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.

If the Employee desires to voluntarily resign his/her position, he/she agrees to give his/her Department Head at least two weeks advance written notice of such resignation.

9. Notices

Notice to Employee, for purposes of this section, shall be mailed to his or her current address of record as noted above.

Notice to the City, for purposes of this section, shall be mailed to:

Deputy City Manager  
161 West Michigan Avenue  
Jackson, Michigan 49201  
Attn: Patrick Burtch

10. 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 Employee.
- C. 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.
- D. The City shall fix such other terms and conditions of employment as from time to time, it may determine, relating to the employment and/or performance of Employee, 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.

EMPLOYEE

CITY OF JACKSON

By: \_\_\_\_\_

By: \_\_\_\_\_

Martin J. Griffin, Mayor

\_\_\_\_\_  
Lynn Fessel, City Clerk

Approved as to Form:

By: \_\_\_\_\_

Julius A. Giglio, City Attorney

ATTACHMENT A  
(Job Description)

Class Grade 8

**Title: Code Enforcement Officer II**

**General Summary:**

Under the general supervision of a higher classified employee, travels through the City conducting on-site inspections of property to determine violations of City and State housing and construction codes and City ordinances for the purpose of housing and building safety and eliminating conditions that create blight in neighborhoods. Evaluates potential for repair and rehabilitation, prepares specifications and inspects work to ensure conformance with rehabilitation specifications.

**Hours of Work:**

Subject to operational needs, this may be either a full-time or a part-time position. Part-time positions with regular hours scheduled during the business day, generally will not exceed 28-32 hours per week. The employee may occasionally be asked to assist with a special event on an evening or weekend.

**Typical Duties:**

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job satisfactorily, an individual must be able to perform each essential function satisfactorily.

1. Surveys the community to locate deteriorating or blighted neighborhoods. Monitors various properties to verify security. Investigates citizen complaints regarding possible violations of City zoning, blight, animal and nuisance ordinances, including: accumulations of garbage, trash, junk and debris; inoperable, dismantled or unlicensed motor vehicles; tall grass and noxious weeds; graffiti; dangerous sidewalks and snow removal; number and types of animals; and other related issues as assigned. Issues related notices to homeowners and reports related problems to other City departments as appropriate.
2. Contacts homeowners to schedule inspections and discuss potential for rehabilitation.
3. Performs on-site inspections to identify violations of City ordinances and building, electrical, heating and plumbing codes. Advises homeowners of necessary repairs and housing deficiencies. Discusses methods of repair, costs and reimbursement, if applicable. Sketches floor plans and diagrams to illustrate possible repairs and renovations.

4. Compiles results of inspections and prepares code violation letter to homeowner listing violations and citing sections of code being violated to obtain compliance through legal enforcement when necessary.
5. Prepares detailed specifications listing repairs to be performed and estimating materials and costs necessary to complete the job. Reviews specifications with homeowner.
6. Presents specifications to contractors at the job site and reviews each item listed. Obtains bids from contractors, compares bids to ascertain lowest bid, and recommends the awarding of contract for repairs.
7. Reviews final contract with homeowners and contractors. Prepares change orders to contract documents as necessary.
8. Inspects repair and renovation work in progress to insure conformance with specifications and codes.
9. Receives and verifies complaints from homeowners against contracts regarding quality of workmanship and mediated disputes.
10. Prepares detailed daily activity reports, periodic status reports on cases in progress and other reports as required.
11. Works with financial staff, administrative staff and other inspectors to coordinate signing of documents, legal responsibility, funding approval and inspections on each case. Assists with coordination of special projects and neighborhood clean-ups, working with department staff and other departments.
12. Maintains records of repeat offenders and make recommendations to supervisor for issuance of Administrative Hearing Bureau notices. Testifies at Administrative Hearing Bureau concerning observations and work responsibilities.
13. Communicates orally and in writing with City residents and department staff regarding enforcement activities. Responds to routine inquiries, shares information and makes appropriate referrals in response to resident questions.
14. Drives a motor vehicle in the performance of duties.
15. May perform work of lower classified employees in related duties.
16. Will complete other duties assigned which are within the scope of responsibility of the position.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- High school diploma or GED with four (4) years of building construction, inspection or supervision of building construction or equivalent combination of job related education and experience.
- Must possess a valid Michigan Residential Builder's License, Electrical Contractor's License, Mechanical Contractor's License, or Plumbing Contractor's License in good standing.

- Must possess a valid driver's license at time of appointment and maintain during employment in this classification. Must have a good driving record.
- Must be able to read, speak and understand the English language, as well as write legibly to complete reports and forms.
- Must be capable of learning to successfully use specialized computer equipment and software.
- Able to follow through on written and oral instructions.
- Ability to interact professionally and constructively with other employees, elected officials and the general 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 frequently required to stand, walk, sit, use hands and fingers, talk and hear. The employee must be able to bend, stoop, twist and turn as necessary to observe building components and must be able to negotiate in confined spaces. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus, as necessary, to drive and observe violations. The employee must be able to enter and exit motor vehicles numerous times during daily assignments. The employee will work both indoors and outdoors and must be able to tolerate working in changing weather conditions. The noise level in the work environment is usually quiet or moderate.

Approved by City Manager: \_\_\_\_\_  
 Laurence Shaffer

Date: \_\_\_\_\_

Approved by City/County  
 Director of Human Resources: \_\_\_\_\_  
 Crystal Dixon

Date: \_\_\_\_\_



CITY COUNCIL MEETING  
AUGUST 14, 2012

**MEMO TO:** Honorable Mayor Griffin and City Council Members

**FROM:** Patrick Burtch, Deputy City Manager

**SUBJECT:** Consideration of a request to approve the purchase of two (2) vehicles for the Department of Public Works

---

**RECOMMENDATION: TO PURCHASE TWO (2) 2012, INTERNATIONAL DUMP TRUCKS FROM TRI COUNTY INTERNATIONAL THROUGH THE STATE OF MICHIGAN MIDEAL CONTRACT NUMBER 071B9200317 IN THE AMOUNT OF \$155,410.**

The Department of Public Works requests Council Approval to purchase two (2) International Dump Trucks from Tri County International, Dearborn, Michigan through the State of Michigan MiDeal Contract in the amount of \$155,410.

This contract is for the Cab and Chassis for two (2) five (5) yard dump trucks. Each truck costs \$77,705 and the total for two (2) trucks is \$155,410. This price includes the basic frame for the truck, cab, engine, transmission, frame, front and rear axles.

The new five (5) yard trucks will replace truck 455 and 458 which are both much older Internationals having been purchased in 1991 and 1994 respectively. Both are becoming increasing cost prohibitive to repair on a regular basis. Consequently, the expense to maintain these vehicles has exceeded \$26,000 over the last 3 years. Both trucks lack sufficient power capability, continually demonstrate hydraulic system problem, are severely damaged by oxidation (rust), and need a new dump boxes.

This expense was approved and included as part of the 2012/2013 fiscal year budget.

PHB



CITY COUNCIL MEETING  
AUGUST 14, 2012

**MEMO TO:** Honorable Mayor Griffin and City Council Members

**FROM:** Patrick Burtch, Deputy City Manager

**SUBJECT:** Consideration of a request to purchase of two (2) specialty truck packages for the Department of Public Works

---

**RECOMMENDATION: TO PURCHASE TWO (2) 2012 SPECIALTY TRUCK PACKAGES FROM TRUCK & TRAILER SPECIALTIES THROUGH THE STATE OF MICHIGAN MIDEAL CONTRACT NUMBER 071B9200317 IN THE AMOUNT OF \$109,717.**

The Department of Public Works requests City Council Approval to purchase two (2) specialty truck packages for two (2) trucks from Truck & Trailer Specialties of Dutton, Michigan, through the State of Michigan MiDeal Contract in the amount of \$109,717. These packages would complete the cab and chassis purchase from Tri County International.

One five (5) yard truck will be a standard buildup package in the amount of \$44,509. This includes a standard five (5) yard stainless steel dump body, underbody scraper, front plow hitch, hydraulic system, tarp system, and emergency lighting package.

The second five (5) yard truck will be outfitted with a 10ø Radius Dump Spreader (RDS) five (5) yard stainless steel dump body which is a lower profile box and be better suited to plowing snow and maneuvering alleyways. This also allows better maneuvering under the railroad bridges in the downtown area. This also includes a conveyer chain system spreader which can be used for salt, gravel, sand, etc. This truck will also will be outfitted with a liquid pre-wet system for anti-icing. The hydraulic system, underbody scraper, emergency lighting, tarp system and front plow hitch is included in this package for a total of \$65,208.

This expense was approved as part of the 2012/2013 fiscal year budget.

PHB

**City of Jackson Police Department  
216 East Washington Avenue  
Jackson, Michigan 49201  
(517) 788-4127**



## **MEMORANDUM**

**DATE:** August 7, 2012  
**TO:** Patrick Burtch, Deputy City Manager  
**FROM:** Matthew R. Heins, Chief of Police  
**SUBJECT:** July Manager's Report

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### Chief Matthew Heins

- Attended:
  - Meeting to Discuss Possible Website Options
  - POLC-S Negotiation Sessions (2)
  - Discussion about Fire Captain Promotional Examination
  - Evidence Audit Progress Meeting
  - Meeting with Eagle Scout Candidate Tim Johnson
  - Commander Annual Goal Review and Discussion
- Time Away from Office:
  - 56 hours vacation
  - 8 hours of holiday

### Deputy Chief John Holda

- Attended:
  - Hot Air Jubilee Meeting
  - MAPE Negotiations
  - Wellness Coaching Session
  - Salvation Army Advisory Board Meeting
  - Fire Grant Application Meeting
  - Meeting with District Court and County Prosecutor to Discuss Warrant Process
  - Evidence Audit Progress Meeting
  - Commander Annual Goal Review and Discussion
- IT:
  - MDC/LEIN Issue Resolution
  - MICR Reporting
  - Investigate Voice Recognition/Transcription Software
- Time Away from Office:
  - 8 holiday

- 40 hours training – Public Safety Wellness Instructor
- 40 hours – Bereavement Leave

Lt. Christopher Simpson

- Attended:
  - Test Schedule
  - OEM Meeting
  - Evidence Audit Review Meeting
  - Commander Annual Goal Review and Discussion
- Projects
  - Permanent Prescription Drug Box
  - Professional Development for Officers
  - Follow-Up on Radio Grant through Homeland Security
  - Act as DB Supervisor while Sergeant is off on medical leave
- Time Away from Office:
  - 8 hours Holiday
  - 80 hours Military Leave

Lt. Elmer Hitt

- Attended:
  - Visit Consumers Energy Lab on Trail Street
  - Hot Air Jubilee Meeting
  - Jackson Traffic Safety Program Meeting
  - John George Home Board Meeting
  - POLC-S Meeting with City Representatives
  - HRC Meeting
  - SRT Training
  - POLC-S Tentative Agreement Meeting
  - Community Development Department Staff Meeting
  - Evidence Audit Progress Meeting
  - Commander Annual Goal Review and Discussion
- Other Update Information:
  - Jackson Traffic Safety Program funded 80 hours of traffic enforcement overtime. 80 additional hours is scheduled for August. Officers worked 48 hours of OWI Enforcement Overtime. Safety Belt and OWI Enforcement are scheduled for August.
  - National Night Out is August 7, 2012. Several events are scheduled where JPD will participate. There are events at Loomis Park, Partnership Park, and Jackson Housing.
  - The Hot Air Jubilee was well attended and there were no major concerns or problems.
- Time Away from Office:
  - 8 hours holiday
  - 8 hours Personal Time