



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

AGENDA - CITY COUNCIL MEETING

November 13, 2012

7:00 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE** - Invocation by Kimberly Jaquish, 2nd Ward City Councilmember.
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **CITIZEN COMMENTS. (3-Minute Limit)**
6. **PRESENTATIONS/PROCLAMATIONS.**
 - A. **Outstanding Environmental Achievement:**
Presentation to CertainTeed Corporation recognizing their outstanding environmental achievement and 15 years of industrial pretreatment compliance in the City of Jackson.
7. **CONSENT CALENDAR.**
 - A. **Minutes of Regular Meeting on October 23, 2012:**
Approve the minutes of the regular City Council meeting of October 23, 2012.
 - B. **Downtown Christmas Parade:**
Approve the request from Downtown Jackson Christmas Parade Committee and the Downtown Development Authority to conduct the Annual Downtown Jackson Christmas Parade on Friday, November 16, 2012, from 4:00 p.m. to 9:00 p.m. (Recommended approval has been received from the Police, Fire, Parks/Forestry, Department of Public Works, Engineering, and the Downtown Development Authority. Proper insurance coverage has been received.)
 - C. **6th Annual Holiday DDA Day - Discover Downtown Again:**
Approve the request from Jackson Downtown Development Authority to host the 6th Annual Holiday DDA Day - Discover Downtown Again on

Saturday, November 17, 2012, from 11:00 a.m. to 2:00 p.m. in Blackman Park and on various downtown sidewalks. (Recommended approval has been received from the Police, Fire, Parks/Recreation, Public Works, Engineering Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)

D. Fitness Council – 1st Annual Girl Quest and Boy Quest Glow Run:

Approve the request from the Fitness Council of Jackson to host the 1st Annual Girl Quest and Boy Quest Glow Run on Saturday, November 17, 2012, from 4:30 p.m. to 9:00 p.m. in Ella Sharp Park, with street closures taking place on Birchwood Dr., Maplewood Dr., S. Oakwood Dr., and part of Elmdale Dr. (between E. Hickory Ave., and N. Alpine Lake Dr.) (Recommended approval has been received from the Police, Fire, Parks/Recreation, Public Works, Engineering Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)

E. 94th Kiwanis Newspaper Sale:

Approve the request from Kiwanis Club of Jackson, to host the 94th Annual Kiwanis Newspaper Sale on Friday, December 14, 2012, from 11:00 a.m. to 4:00 p.m. (6:30 a.m. – 4:00 p.m. in front of Post Office) on various city streets (primarily Michigan Ave. and Cortland Street). (Recommended approval has been received from the Police, Fire, Parks/Recreation, Public Works, Engineering Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)

F. Hibbard Street Repaving, Storm Sewer, and Water Main Final Change Order 1:

Approve Change Order No. 1 to the contract with Jule Swartz & Sons Excavating in the decreased amount of \$14,426.84 to balance quantities for contract pay items, and to add pay items not included in the original contract for the Hibbard Street Repaving, Storm Sewer and Water Main project, and authorization for the City Manager and City Engineer to execute the appropriate document.

G. 2012 As Needed Survey Consulting Services Contract Change Order 2:

Approve Change Order No. 2 to the 2012 As Needed Survey Consulting Services Contract with Wade Trim, in the increased amount of \$8,372.00, to provide survey for petitioned streets, and authorization for the City Manager and City Engineer to execute the appropriate document(s).

H. Transfer of Property Agreement – 133 E. Prospect:

Approve the Agreement Regarding Transfer of Property between the City and property owner, Jay E. Horsfall, for property located at 133 E. Prospect Street, accept the Quit Claim Deed, and authorization for the City Attorney to make minor modifications to the documents and take all other actions necessary to effectuate the closing.

- I. Transfer of Property and Demolition of Dangerous and Unsafe Structure - 840 Backus Street:**
Approve the Agreement Regarding Transfer of Property and Demolition of Dangerous and Unsafe Structure between the City and property owner, Ann P. Nguyen, for property located at 840 Backus Street, accept the Quit Claim Deed, and authorization for the City Attorney to make minor modifications to the documents and take all other actions necessary to effectuate the closing.
- J. CDBG & HOME Financial Summaries:**
Receive the Community Development Block Grant (CDBG) and HOME Financial Summaries through October 31, 2012.
- K. Human Relations Commissioner Resignation:**
Receipt with regret the resignation of George Brown, III, from the Jackson Human Relations Commission.
- L. Claim of Appeal and Demand for Transmittal of Certified Record:**
Receive and refer a Claim of Appeal and Demand for Transmittal of Certified Record filed by John Frey in the Jackson County Circuit Court to the City Attorney for handling.
- M. Establishment of a Public Hearing for Meterless Parking Special Assessment Roll:**
Establishment of November 27, 2012, at the City Council meeting as the time and place to hold a public hearing for the 2012-2013 Meterless Parking Special Assessment Roll.

8. APPOINTMENTS.

- A. Parks and Recreation Commission Reappointment:**
Approval of the Mayor's recommendation to reappoint City Councilmember Kimberly Jaquish (City) to the Parks and Recreation Commission for a two-year term beginning December 1, 2012, and ending November 30, 2014.
- B. Recommendation for Jackson County Land Bank Authority Reappointment:**
Approval of the Mayor's recommendation to the Jackson County Board of Commissioners the reappointment of City Councilmember Andrew Frounfelker to the Jackson County Land Bank Authority for a four year term beginning November 1, 2012, and ending October 31, 2016.

9. **PUBLIC HEARINGS.**

Recess as a City Council and Convene as a Board of Review.

A. Special Assessment Roll No. 3369:

Public hearing on Special Assessment Roll No. 3369 for street repaving on Durand Street from the south end (Frost School) to Morrell Street.

1. Resolution confirming Roll No. 3369.

B. Special Assessment Roll No. 3370:

Public hearing on Special Assessment Roll No. 3370 for street repaving on Ganson Street from Wisner to Jackson Street.

1. Resolution confirming Roll No. 3370.

Adjourn as a Board of Review and Reconvene as a City Council.

10. **OTHER BUSINESS.**

A. Administrative Hearings Bureau (Final Adoption):

Ordinance No. 2012.35, amending Chapter 2.5, City Code, to provide for the public health, safety and welfare of the Citizens of the City of Jackson by requiring that notices by mail of hearings before the Administrative Hearings Bureau can be mailed to the address of the owner of the property as listed in the records of the City Assessor.

B. Electronic Communication Harassment (Final Adoption):

Ordinance No. 2012.36, amending Chapter 18, City Code, to provide for the public health, safety and welfare of the Citizens of the City of Jackson by the inclusion of electronic communications as a means of harassment.

C. Nuisance Ordinance Revision - Noise (Final Adoption):

Ordinance No. 2012.37, amending Article IV of Chapter 17, City Code, to provide for the public health, safety and welfare of the citizens of the City of Jackson by regulating, and where necessary, prohibiting noise within the city.

D. Nuisance Ordinance Revision - Abatement (Final Adoption):

Ordinance No. 2012.38, amending Article VIII of Chapter 17, City Code, to protect the health, safety and welfare of the citizens of the City of Jackson by defining what constitutes a nuisance per se and allowing for recovery of reasonable costs for enforcement incurred by various City departments.

- E. **Garbage and Rubbish Ordinance (Final Adoption):**
Ordinance No. 2012.39, amending Chapter 12, City Code, to regulate the collection of refuse and to regulate the vehicles used in the collection of refuse for the purpose of protecting the health, safety and welfare of the citizens of the City of Jackson.
- F. **Refuse Collection Fees Resolution:**
Resolution establishing fees for the new license classifications in the proposed Chapter 12 Refuse Collection Ordinance.

11. **NEW BUSINESS.**

- A. **Selective Traffic Enforcement Program Grant:**
Resolution amending the 2012-2013 Budget to reflect receipt of the Selective Traffic Enforcement Program (STEP) grant in the amount of \$10,000.00.
- *B. **Byrne Justice Assistance Grant (JAG) Purchase:**
Consideration of the request from the Chief of Police for authorization to waive the sealed bid process for the purchase of the Sig Sauer handguns and Safariland holsters funded by the Byrne Justice Assistance Grants.
- C. **Preservation of the Consumers Energy Historical Light Mural:**
Resolution supporting the preservation and protection of the glass light mural formerly located in the lower level of the old Consumers Energy building, 212 W. Michigan Avenue.
- D. **Michigan Department of Transportation Contract for Signal Adjustment Work:**
Resolution giving approval to enter into a contract with the Michigan Department of Transportation (MDOT) for railroad signal adjustment work to accommodate two-way traffic at the at-grade crossings of the tracks of the Norfolk Southern Railway, with Blackstone Street and Steward Avenue, and authorization for the Mayor and City Clerk to execute the appropriate contract document(s).
- E. **Reclassification of Senior Appraiser:**
Consideration of the recommendation from the City/County Director of Human Resources and the City Manager to approve the reclassification of the position of Appraiser, Class Grade 8 to Senior Appraiser, Class Grade 10, and to approve an adjustment of his wages to Class Grade 10, Step 5 (\$23.9614 per hour).
- F. **Jackson Affordable Housing Corporation Lease Renewal:**
Consideration of the First Renewal of Lease between the City of Jackson and the Jackson Affordable Housing Corporation, and authorization of the Mayor and City Clerk to execute the lease renewal, and for the City

Attorney to make minor modifications to the renewal.

G. State of Michigan Blight Elimination Program Funds:

Consideration of the request from the City Manager for authorization to submit an application to the State of Michigan for Blight Elimination Program Funds.

H. Purchase of Two (2) Properties to Rehabilitate and Resell:

Consideration of the request from the City Manager for authorization to purchase two (2) properties, 1121 First Street and 652 Sparks Street, and authorization for the City Attorney to make minor modifications to the closing documents, and for the City Manager or his designee to sign documents necessary to close the transactions.

I. Agreement to Clean Water Mains - Hupp Street and Parnall Road:

Consideration of the request from the City Manager to approve an agreement between the City of Jackson, and Utility Service Company to clean portions of water main on Hupp Street and Parnall Road at a cost of \$36,000.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s).

J. Telephone Servers, Equipment and Related Services:

Consideration of a proposal received from Windstream Communications for Telephone Servers, Equipment and Related Services in the amount of \$3,672.00 per month subject to the contract review and approval by the City Attorney.

K. Blackboard Connect:

Consideration of the request to purchase the Blackboard Connect System at an annual cost of \$27,116.49, and authorization for the City Attorney to make minor modifications to the contract document(s) for the parties, and for the Mayor and City Clerk to execute the appropriate contract documents.

L. Development Agreement - Farmer's Market Parking Lot:

Approve the Development Agreement, authorize the Mayor and City Clerk to sign same, and authorize the City Attorney to make minor modifications to the documents and to take all other action necessary for execution of the Development Agreement.

M. Liquor License:

Approve a resolution to the Liquor Control Commission regarding the application from Veritas Vineyard, LLC, for small distiller and outdoor service licenses to be located at 117 W. Louis Glick Highway and the Farmers' Market parking lot. (Approval subject to final inspection.)

***N. Award of Demolition Contract:**

Authorize the Mayor, Vice Mayor, and City Manager to award the contract for Neighborhood Stabilization Program demolitions to Smalley Construction, Scottville, Michigan, based on the low alternate bid, and to approve any and all change orders required to complete the demolitions.

12. CITY COUNCILMEMBERS' COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

***Items added or changed.**

JACKSON CITY COUNCIL MEETING

MINUTES

OCTOBER 23, 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.

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

ROLL CALL.

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

Also present: City Manager Patrick Burtch, City Attorney Julius A. Giglio, City Clerk Lynn Fessel, Police Chief Matt Heins, City Assessor David Taylor, Finance Director Philip Hones and City Treasurer Andrew Wrozek, Jr.

AGENDA.

Motion was made by Councilmember Schlecte and seconded by Councilmember Greer to add the following two items to the agenda: (1) Acceptance of a donation under Item 6. Presentations and (2) Consideration of an Employment Agreement under Item 12. Other Business. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies. Nays: 0. Absent: Councilmember Breeding 1.

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

CITIZEN COMMENTS.

A gentleman came to the podium and announced that a fir tree on his property has been selected to be the State's Christmas Tree for 2012. It has been 20 years since a tree below the bridge has been selected for this honor. He explained that his tree is 85 feet tall and was purchased approximately 70 years ago at a dime store in Jackson. He would like the City Council and members of the Community to be present to help make the tree cutting ceremony a huge success.

PRESENTATIONS/PROCLAMATIONS.

Jackson Area Association of Realtors President Ben Latocki presented a \$500 donation to the Martin Luther King Center. The Center's Director John Willis came forward to accept the check.

CONSENT CALENDAR.

Councilmember Frounfelker requested Item G be removed for separate consideration. Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the following Consent Calendar, with Item G removed for separate consideration. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlechte, Frounfelker and Dobies 6. Nays: 0. Absent: Councilmember Breeding--1.

Consent Calendar

A. MEETING MINUTES:

Approval of the minutes of the regular City Council meeting of October 9, 2012.

B. SPECIAL MEETING MINUTES:

Approval of the minutes of the special City Council meeting of October 17, 2012.

C. GREATER JACKSON HABITAT FOR HUMANITY & RUN FOR SHELTER:

Approval of the request from Greater Jackson Habitat for Humanity to host the "Run for Shelter" a 5K run/walk on Saturday, November 10, 2012, from 7:00 a.m. to 10:30 a.m., on various city streets (South St., Elmdale Dr., and Ella Sharp Park). (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. JACKSON COUNTY VETERAN'S COUNCIL:

Approval of the request from Jackson County Veteran's Council to host the Veteran's Day Ceremony on Sunday, November 11, 2012, from 10:30 a.m. to 12:00 p.m. in Withington Park with street closure of First St. between Wildwood and Michigan Avenue. (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. JACKSON YMCA TURKEY TROT:

Approval of the request from Jackson YMCA to host the 7th Annual Turkey Trot on Thursday, November 22, 2012, from 6:00 a.m. to 12:00 p.m., on various city streets (Wesley St., First St., Washington Ave., Higby St., Franklin St., and Francis St.). (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. WATER TREATMENT PLANT SOFTWARE:

Approval of the purchase of a Wonderware Supervisor Control and Data Acquisition (SCADA) System Software Upgrade to the Water Treatment Plant main control system at a cost of \$20,985.00, from Wonderware North, Horsham, Pennsylvania.

G. *Removed for separate consideration.*

H. CITY TREASURER'S REPORT:

Receive the City Treasurer's Report for January through June 2012.

- I. **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME SUMMARIES:**
Receive the Community Development Block Grant (CDBG) and HOME summaries through September 30, 2012.
- J. **ESTABLISH PUBLIC HEARINGS FOR SPECIAL ASSESSMENT ROLLS:**
Establishment of November 13, 2012, at the City Council meeting as the time and place to hold public hearings on the following Special Assessment Rolls for street construction:
1. Roll No. 3369 for street repaving on Durand Street from the south end (Frost School) of Morrell Street.
 2. Roll No. 3370 for street repaving on Ganson Street from Wisner Street to Jackson Street.

CONSENT CALENDAR ITEM G.

TRAFFIC CONTROL ORDER (TCO) NO. 2138:

Approval of Traffic Control Order No. (TCO) 2138, to prohibit on street parking in the downtown in the area bordered on the north by Louis Glick Highway, on the east by Francis Street, on the west by Blackstone Street and on the south by Washington Avenue between the hours of 2:00 a.m. and 6:00 a.m. to allow for efficient and safe snow removal.

Motion was made by Councilmember Dobies and seconded by Councilmember Greer to approve Traffic Control Order No. 2138. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte and Dobiesô 5. Nays: Councilmember Frounfelkerô 1. Absent: Councilmember Breedingô 1.

APPOINTMENTS.

- A. ELLA W. SHARP PARK BOARD OF TRUSTEES ALTERNATE MEMBERS:
CONSIDERATION OF THE MAYOR'S RECOMMENDATION TO APPOINT ARTHUR BENEDETTO AND CITY COUNCILMEMBER ANDREW FROUNFELKER TO THE ELLA W. SHARP PARK BOARD OF TRUSTEES AS ALTERNATE MEMBERS FOR THREE-YEAR TERMS EACH, BEGINNING NOVEMBER 1, 2012, AND ENDING OCTOBER 31, 2015.**

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

- B. JACKSON HOUSING COMMISSION:
CONSIDERATION OF THE MAYOR'S RECOMMENDATION TO REAPPOINT KATHERINE MARTIN TO THE JACKSON HOUSING COMMISSION FOR A FIVE-YEAR TERM, BEGINNING OCTOBER 31, 2012, AND ENDING OCTOBER 30, 2017.**

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

- C. JACKSON TRANSPORTATION AUTHORITY:
CONSIDERATION OF THE MAYOR'S RECOMMENDATION TO REAPPOINT JAMES CYPHERS TO THE JACKSON TRANSPORTATION AUTHORITY FOR A THREE-YEAR TERM, BEGINNING IMMEDIATELY AND ENDING MARCH 1, 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 Jaquish, Greer, Schlecte, Frounfelker and Dobies 6. Nays: 0. Absent: Councilmember Breeding 1.

PUBLIC HEARINGS.

None.

RESOLUTIONS.

- A. DRIVE MICHIGAN SAFELY TASKFORCE COOPERATIVE ENFORCEMENT PROJECT:
RESOLUTION AMENDING THE 2012-2013 BUDGET TO REFLECT RECEIPT OF THE DRIVE MICHIGAN SAFELY TASK FORCE GRANT IN THE AMOUNT OF \$15,000.00.**

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 Jaquish, Greer, Schlecte, Frounfelker and Dobies 6. Nays: 0. Absent: Councilmember Breeding 1.

- B. DEMOLITION OF 212 W. MICHIGAN AVENUE BUDGET AMENDMENT:
RESOLUTION ESTABLISHING THE 212 W. MICHIGAN BUILDING DEMOLITION FUND #253, AND AMEND THE 2012-13 BUDGET FOR ACTIVITY RELATED TO THIS DEMOLITION PROJECT.**

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

- C. CORRECTIVE RESOLUTION – SPECIAL ASSESSMENT ROLL NO. 4195:
CORRECTIVE RESOLUTION FOR SPECIAL ASSESSMENT ROLL NO. 4195 FOR DELINQUENT MISCELLANEOUS GENERAL FUND RECEIVABLES, CONFIRMED MARCH 22, 2011.**

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

- D. CORRECTIVE RESOLUTION – SPECIAL ASSESSMENT ROLL NO. 4196:
CORRECTIVE RESOLUTION FOR SPECIAL ASSESSMENT ROLL NO. 4196 FOR DELINQUENT MISCELLANEOUS GENERAL FUND RECEIVABLES, CONFIRMED MARCH 22, 2011.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin and

Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobiesô 6. Nays: 0. Absent: Councilmember Breedingô 1.

**E. CORRECTIVE RESOLUTION – SPECIAL ASSESSMENT ROLL NO. 4199:
CORRECTIVE RESOLUTION FOR SPECIAL ASSESSMENT ROLL NO. 4199 FOR
DELINQUENT MISCELLANEOUS GENERAL FUND RECEIVABLES, CONFIRMED
MARCH 22, 2011.**

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 Jaquish, Greer, Schlecte, Frounfelker and Dobiesô 6. Nays: 0. Absent: Councilmember Breedingô 1.

ORDINANCES.

**A. ADMINISTRATIVE HEARINGS BUREAU (FIRST READING):
CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 2.5, CITY CODE, TO
PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS
OF THE CITY OF JACKSON BY REQUIRING THAT NOTICES BY MAIL OF
HEARINGS BEFORE THE ADMINISTRATIVE HEARINGS BUREAU CAN BE
MAILED TO THE ADDRESS OF THE OWNER OF THE PROPERTY AS LISTED IN
THE RECORDS OF THE CITY ASSESSOR.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the ordinance and place it on the next regular Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobiesô 6. Nays: 0. Absent: Councilmember Breedingô 1.

**B. ELECTRONIC COMMUNICATION HARASSMENT (FIRST READING):
CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 18, CITY CODE, TO
PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS
OF THE CITY OF JACKSON BY THE INCLUSION OF ELECTRONIC
COMMUNICATIONS AS A MEANS OF HARASSMENT.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Dobies to approve the ordinance and place it on the next regular Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobiesô 6. Nays: 0. Absent: Councilmember Breedingô 1.

**C. NUISANCE ORDINANCE REVISION – NOISE (FIRST READING):
CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 17, CITY CODE, TO
PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS
OF THE CITY OF JACKSON BY REGULATING, AND WHERE NECESSARY,
PROHIBITING NOISE WITHIN THE CITY.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to approve the ordinance and place it on the next regular Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish,

Greer, Schlecte and Dobiesô 5. Nays: Councilmember Frounfelkerô 1. Absent: Councilmember Breedingô 1.

**D. NUISANCE ORDINANCE REVISION – ABATEMENT (FIRST READING):
CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 17, CITY CODE, TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON BY DEFINING WHAT CONSTITUTES A NUISANCE PER SE AND ALLOWING FOR RECOVERY OF REASONABLE COSTS FOR ENFORCEMENT INCURRED BY VARIOUS CITY DEPARTMENTS.**

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the ordinance and place it on the next regular Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobiesô 5. Nays: Councilmember Jaquishô 1. Absent: Councilmember Breedingô 1.

**E. GARBAGE AND RUBBISH ORDINANCE (FIRST READING):
CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 12, CITY CODE, TO REGULATE THE COLLECTION OF REFUSE AND TO REGULATE THE VEHICLES USED IN THE COLLECTION OF REFUSE FOR THE PURPOSE OF PROTECTING THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON.**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to approve the ordinance and place it on the next regular Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobiesô 5. Nays: Councilmember Jaquishô 1. Absent: Councilmember Breedingô 1.

**F. LAND CONTRACT AFFIDAVIT (FINAL ADOPTION):
ORDINANCE NO. 2012.29, AMENDING CHAPTER 14, CITY CODE, TO PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON BY REGULATING THE REGISTRATION OF NON-OWNER OCCUPIED RESIDENTIAL PROPERTIES AND REQUIRING SUBMISSION OF A LAND CONTRACT AFFIDAVIT.**

Motion was made by Councilmember Schlecte and seconded by Councilmember Frounfelker to adopt Ordinance No. 2012.29. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobiesô 6. Nays: 0. Absent: Councilmember Breedingô 1.

**G. ANIMALS ORDINANCE REVISION (FINAL ADOPTION):
ORDINANCE NO. 2012.30, AMENDING CHAPTER 4, CITY CODE, TO PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON BY REGULATING THE KEEPING OF CERTAIN ANIMALS WITHIN THE CITY.**

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to adopt Ordinance No. 2012.30. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobiesô 6. Nays: 0. Absent: Councilmember Breedingô 1.

H. DEPARTMENT OF POLICE AND FIRE SERVICES (FINAL ADOPTION):**1. FINAL ADOPTION OF ORDINANCE NO. 2012.31, AMENDING CHAPTER 1, SECTION 1-2, CITY CODE, TO DEFINE THE DIRECTOR OF POLICE AND FIRE SERVICES.**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt Ordinance No. 2012.31. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies 6. Nays: 0. Absent: Councilmember Breeding 1.

2. FINAL ADOPTION OF ORDINANCE NO. 2012.32, AMENDING ARTICLE II OF CHAPTER 26, CITY CODE, TO DEFINE THE DUTIES OF THE DIRECTOR OF POLICE AND FIRE SERVICES AND THE DEPUTY FIRE CHIEF.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt Ordinance No. 2012.32. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies 6. Nays: 0. Absent: Councilmember Breeding 1.

3. FINAL ADOPTION OF ORDINANCE NO. 2012.33, AMENDING ARTICLE I OF CHAPTER 2, CITY CODE, TO ELIMINATE AND/OR RENAME ADMINISTRATIVE SERVICES DEPARTMENTS TO THE CITY.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt Ordinance No. 2012.33. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies 6. Nays: 0. Absent: Councilmember Breeding 1.

4. FINAL ADOPTION OF ORDINANCE NO. 2012.34, AMENDING ARTICLE I OF CHAPTER 21, CITY CODE, TO PROVIDE THAT THE DEPARTMENT OF POLICE AND FIRE SERVICES SHALL BE HEADED BY THE DIRECTOR OF POLICE AND FIRE SERVICES, WHO SHALL PRESCRIBE RULES OF CONDUCT FOR POLICE AND FIRE OFFICERS.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt Ordinance No. 2012.34. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies 6. Nays: 0. Absent: Councilmember Breeding 1.

OTHER BUSINESS.**A. EMPLOYMENT AGREEMENT.**

Motion was made by Councilmember Schlecte and seconded by Councilmember Greer to approve the contract dated October 23, 2012, proposed and submitted by the Interim City Manager.

Motion was made by Councilmember Jaquish and seconded by Councilmember Dobies to postpone consideration of this matter. The motion FAILED adoption by the following vote.

Yeas: Councilmembers Jaquish and Dobies 2. Nays: Mayor Griffin and Councilmembers Greer, Schlecte and Frounfelker 4. Absent: Councilmember Breeding 1.

The main motion was voted on and adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte and Frounfelker 4. Nays: Councilmembers Jaquish and Dobies 2. Absent: Councilmember Breeding 1.

NEW BUSINESS.

- A. TENTATIVE COLLECTIVE BARGAINING AGREEMENT – MAPE:
CONSIDERATION OF THE RECOMMENDATION FROM THE CITY/COUNTY DIRECTOR OF HUMAN RESOURCES TO APPROVE THE TENTATIVE COLLECTIVE BARGAINING AGREEMENT REACHED BETWEEN THE CITY OF JACKSON AND THE MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES (MAPE), COMMENCING JULY 1, 2011, THROUGH JUNE 30, 2015.**

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

- B. PARKS, RECREATION AND GROUNDS PURCHASE OF VEHICLE:
CONSIDERATION OF THE RECOMMENDATION FROM THE PARKS, RECREATION AND GROUNDS DIRECTOR TO APPROVE THE PURCHASE OF A 2013 FORD F-250, 4X4 FROM GORNO FORD, WOODHAVEN, IN THE TOTAL AMOUNT OF \$31,585.00, THROUGH THE STATE OF MICHIGAN MIDEAL CONTRACT AS BUDGETED IN THE 2012-2013 BUDGET.**

Motion was made by Councilmember Dobies and seconded by Councilmember Greer to approve the recommendation. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte and Dobies 5. Nays: Councilmember Frounfelker--1. Absent: Councilmember Breeding 1.

- C. ELLA SHARP PARK MASTER PLAN RFP:
CONSIDERATION OF THE RECOMMENDATION FROM THE ELLA SHARP PARK BOARD TO APPROVE THE REQUEST FOR PROPOSAL (RFP) PRESENTED BY BECKETT & RAEDER – LANDSCAPING ARCHITECTURE PLANNING, ENGINEERING AND ENVIRONMENTAL SERVICES TO DESIGN A MASTER PLAN FOR ELLA SHARP PARK AT A COST OF \$24,950.00, AND AUTHORIZATION FOR THE INTERIM CITY MANAGER TO SIGN THE APPROPRIATE DOCUMENTS. (THIS MAY BE VIEWED IN THE PARKS & RECREATION DEPARTMENT.)**

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

CITY COUNCILMEMBERS' COMMENTS.

Councilmember Jaquish stated she disagrees with the approval of the Employment Agreement with Mr. Burtch, stating it is a lot of money for the size of this City.

Councilmember Greer reminded everyone to vote on November 6 and asked people to vote on Proposal 5.

Councilmember Schlecte would like to see the language used in City ordinances and contracts written in laymen's terms instead of so much legalese. She stated that Mr. Burtch is performing five jobs and Mr. Shaffer received more than three months of severance pay.

Councilmember Frounfelker announced that he will hold a Neighborhood Meeting on Tuesday, October 30 at 7:00 p.m. in the Council Chambers to provide residents with City updates and to preview the November 6 ballot.

Councilmember Dobies stated he is happy to have the approval of the nuisance abatement ordinance and happy to have Patrick Burtch as the City Manager. He has been doing a great job.

Mayor Griffin stated the time and place of the State Christmas Tree cutting ceremony will be announced on October 31. The public is invited and the State would like to see a great turn-out for this event. He announced that leaf pick up will begin tomorrow in the southwest area of town. With the signing of the MAPE contract, all City contracts have now been signed. He thanked Personnel Director Crystal Dixon for a phenomenal job, stating it has been a pleasure working with her.

MANAGER'S COMMENTS.

None.

ADJOURNMENT.

No further business being presented, the Mayor adjourned the meeting at 7:26 p.m.

Lynn Fessel
City Clerk

CITY COUNCIL MEETING
November 6, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: Downtown Jackson Christmas Parade

MOTION Approval of the request from Downtown Jackson Christmas Parade Committee to conduct their Annual Downtown Jackson Christmas Parade on Friday, November 16th, 2011 from 4:00 p.m. to 9:00 p.m. Recommended approval has been received from the Police, Fire, Parks/Forestry, Department of Public Works, Engineering, and the Downtown Development Authority. Special event insurance is covered by the Downtown Development Authority. The event is expected to have an economic impact of \$1,900.00 on the mentioned City departments.

att: Special Event Application: Downtown Jackson Christmas Parade

JG/mw

Department	Economic Impact
Downtown Development Authority	\$0.00
Jackson Police Department	\$1,000.00
Fire	0.00
Engineering	0.00
Parks / Forestry	0.00
Department of Public Works	\$1,350.00

Total: \$ 2,350.00



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

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

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

Sponsoring Organization's Legal Name: Downtown Jackson Christmas Parade
 Organization Address: One Energy Plaza Jackson MI
 Organization Agent: Ed Hatfield, JR Title: Committee Chair
 Phone: Work 517-788-1420 Home _____ During event 517-262-4422
 Agent's Address: One Energy Plaza, Jackson MI 49201
 Agent's E-Mail Address: Edward.HatfieldJR@cmsenergy.com
 Event Name: Annual Christmas Parade

Please give a brief description of the proposed special event: Annual Christmas Parade complete with bands, floats, hundreds of walkers, Santa + Mrs Claus through downtown Jackson along Michigan Avenue.

Event Day(s) & Date(s): Friday, November 16th Event Time(s): 6:00pm - 7:00pm
 Set-Up Date & Time: 4:00pm Tear-Down Date & Time: 9:00pm
 Event Location: See attached map for Parade Route

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 22yrs

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: 4:45 pm through Date/ Time: 8:00 pm

RESERVED PARKING: Are you requesting reserved parking? YES NO
 If yes, list the number of street spaces, City lots or locations where parking is requested:
All parking on Michigan Avenue needs to be blocked off.

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
 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? 20,000 +

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

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO If yes, how many? _____
 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.)
Police escort of Santa Float from 409 South Cooper to Michigan
avenue - Follow float down the route and back to United Methodist Church

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:
As a partner in this event the parade falls under the DDA
insurance coverage.

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.

10.12.2012
 Date

Edward Hatfield, Jr
 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



Parade Street Closures

Christmas Parade: November 16, 2007 4:45-8 p.m.
 Michigan Ave (Steward Ave to Louis Glick Hwy)
 First St (Washington Ave to Wildwood Ave)
 Wildwood Ave (Michigan Ave to Louis Glick Hwy)
 Cortland St (First St to Francis St)
 Blackstone St (Washington Ave to Pearl St)
 Hayes St (Michigan Ave to Pearl St) - **NOT REFLECTED ON MAP**
 Jackson St (Washington Ave to Pearl St)
 Mechanic St (Washington Ave to Pearl St)
 Francis St (Washington Ave to Michigan Ave)



Jackson Downtown Development Authority

November 5, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: **Special Event Application: Consideration of a request from Downtown Development Authority**

RECOMMENDATION: Approval of the request from Jackson DDA to host the 6th Annual Holiday DDA Day- Discover Downtown Again on Saturday, November 17th from 11:00am to 2:00pm pm in Blackman Park and on various downtown sidewalks. This event is covered under the City of Jackson insurance policy.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$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: Covered under City's insurance

JG

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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 100

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

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

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

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson 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:

Covered under City's insurance.

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.

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

Date Received By Office: _____	Time: _____	By: _____
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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: Downtown Development Authority

Organization Address: 161 W. Michigan Ave.

Organization Agent: Jonathan Greene Title: Executive Director

Phone: Work 768-6408 Home _____ During event _____

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

Agent's E-Mail Address: jgreene@cityofjackson.org

Event Name: Holiday DDA Day—Discover Downtown Again

Please give a brief description of the proposed special event: DDA Day is a day to rediscover downtown and all that it has to offer. This year there will a large scale post office box located in Blackman Park so children can write letter to Santa Claus at the North Pole There will also be 2 of Santa's Reindeer in the park for children to meet

Event Day(s) & Date(s): Saturday, November 17th 11:00 am-2:00 pm

Set-Up Date & Time: 9:30 am Tear-Down Date & Time: 3:00 pm

Event Location: Blackman Park - with Santa walking the Downtown Sidewalks

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 5

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: None

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 X
If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.



Jackson Downtown Development Authority

November 6, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: **Special Event Application: Consideration of a request from Fitness Council of Jackson**

RECOMMENDATION: Approval of the request from Fitness Council of Jackson to host the 1st Annual Girl Quest and Boy Quest Glow Run on Saturday, November 17th from 4:30pm to 9:00pm in Ella Sharp Park, with street closures taking place on Birchwood Dr., Maplewood Dr., S. Oakwood Dr., and part of Elmdale Dr. (between E. Hickory Ave. and N. Alpine Lake Dr.), and pending receipt of approved insurance.

DEPARTMENTAL APPROVAL SUMMARY

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

	Department	Approval	Denial	Economic Impact
	Police	x		\$75.00
	Fire	x		\$0
	Engineering	x		\$0
	Public Works	x		\$385.00
	Recreation	x		\$0
	DDA	x		\$0
				<hr/>
				\$460.00

Conditions and Considerations:

- Applicant is responsible for removal/cleanup of trash, garbage, glowing and light features, and debris.
- Any markings, lights, and other non-fire/combustible glowing features on pavement or sidewalk shall be temporary.

Insurance Status: To be approved

att: Special Event Application: Glow Run
Route

JG

**CITY OF JACKSON
SPECIAL EVENT APPLICATION**

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

Date Received By DDA Office: _____	Time: _____	By: _____
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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: Fitness Council of Jackson

Organization Address: 225 N Jackson St.

Organization Agent Scott TenBrink Title: Director

Phone: (work) 517 990 7798 Phone: (home) 517 914 6605 Phone: (during the event) 517 914 6605

Agent's Address 225 N Jackson St.

Agent's E-Mail Address info @ fitnesscouncil.org

Event Name Girl Quest & Boy Quest Glow Run

Please give a brief description of the proposed special event: 5K run/walk is the final run of the Girl Quest & Boy Quest 10-week program. Event is also open to public for a fee. Event will use roadways in Ella Sharp Park. There will be music & dancing for a short period before the run. Lights & glowing features will be placed along the route.

Event Day(s) & Date(s) Saturday, November 17, 2012

Event Time(s) 6pm - 8pm

Set-Up Date & Time 4:30pm Tear-Down Date & Time 9pm

Event Location Ella Sharp Park (see route map for details)

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? 0

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

STREET CLOSURES: Start Date/Time 11/17 6:30pm through Date/Time: 11/17 7:15pm

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

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

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

If yes, please attach liquor license and liquor liability insurance.

If yes, what time? _____ until _____

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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? ~ 200

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? ~ 10

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.)
street closure & possible police assistance on running route (see outemap)
use of electrical outlet at picnic shelter

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

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy.

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

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

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

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

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

10/12/12
Date

[Signature]
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**



Girl and Boy Quest run route Fall 2012

Start at Carter's Corner Picnic Shelter
Top loop - bottom loop - top loop.
Finish at Carter's Corner Picnic Shelter

Public · 1 views
Created on Aug 22 · By · Updated < 1 minute ago

0

-  Super 8 loop
-  top loop - bottom loop - top loop
-  Start/finish & DJ



Parking at Pool

Traffic Control

Traffic Control

Traffic Control

Traffic Control



Jackson Downtown Development Authority

November 5, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: **Special Event Application: Consideration of a request from Kiwanis Club of Jackson**

RECOMMENDATION: Approval of the request from Kiwanis Club of Jackson, MI to host the 94th Annual Kiwanis Newspaper Sale on Friday, December 14th from 11:00am to 4:00pm (6:30am-4:00pm in front of Post Office) on various city streets (primarily Michigan Ave. and Cortland Street).

DEPARTMENTAL APPROVAL SUMMARY

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

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

Conditions and Considerations:

- None

Insurance Status: Approved

JG

CITY OF JACKSON
SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: _____ Time: _____ By: _____

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

Sponsoring Organization's Legal Name: KIWANIS CLUB OF JACKSON, MI

Organization Address: 1203 FIRST ST JACKSON, MI 49203

Organization Agent JOE WOLFE Title: SECRETARY

Phone: (work) 787-1764 Phone: (home) 758-4965 Phone: (during the event) 740-3008

Agent's Address 1203 FIRST ST. JACKSON, MI 49203

Agent's E-Mail Address JWOLFE@THEPROTECTIONCENTER.COM

Event Name 94th ANNUAL KIWANIS NEWSPAPER SALE

Please give a brief description of the proposed special event: TO RAISE MONEY FOR SHOES & BOOTS FOR NEEDY SCHOOL CHILDREN.

Event Day(s) & Date(s) FRIDAY DECEMBER 14, 2012

Event Time(s) 11:00AM - 4:00 PM (EXCEPT IN FRONT OF POST OFFICE 6:30AM - 4:00PM)

Set-Up Date & Time NO SET UP REQUIRED Tear-Down Date & Time NO TEAR DOWN

Event Location CITY STREETS - PRIMARILY MICH. AVE + CORZANO STREETS DOWNTOWN

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO
How many years has this event occurred? 94

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: _____

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

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

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

If yes, please attach liquor license and liquor liability insurance.

If yes, what time? _____ until _____

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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? N/A

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.)

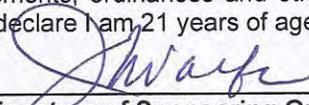
NONE

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.

10/22/12
Date


Signature of Sponsoring Organization's Agent

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



Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection
(517) 788-4012

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Engineering
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Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING November 13, 2012

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Final Change Order 1 – Hibbard Street Repaving, Storm Sewer and Water Main

RECOMMENDATION: To approve Change Order 1 to the contract with Jule Swartz & Sons Excavating in the decreased amount of \$14,426.84 to balance quantities for contract pay items and to add pay items not included in the original contract for the Hibbard Street Repaving, Storm Sewer and Water Main project, and authorization for the City Manager and City Engineer to execute the appropriate document.

The Final Change Order 1 to the contract with Jule Swartz & Sons Excavating for the Hibbard Street Repaving, Storm Sewer and Water Main project is attached.

This change order balances quantities for final payment. It represents a decrease of \$14,426.84.

We request approval of Final Change Order 1 and authorization for the City Manager and the City Engineer to sign the document. This project is being paid from the Local Street Construction Fund, the Water Main Construction Fund and the Sanitary Sewer Construction Fund.

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

FINAL BALANCING CHANGE ORDER NO. 1
To Contract for
Hibbard Street Repaving, Storm Sewer and Water Main
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the contract documents, plans and specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	\$366,659.43
Change Order No. 1 Details of changes are shown on the attached pages.	\$(-14,426.84)
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$352,232.59

REASON FOR CHANGE:

1. To balance quantities for contract pay items and to add pay items not included in the original contract.

CONTRACT COMPLETION

The contract completion date remains unchanged.

Prepared by Randall T. McMunn, P.E.
Assistant City Engineer

ACCEPTED BY:

Jule Swartz & Sons Excavating

Date

ACCEPTED BY:

Jon H. Dowling, P.E.,
City Engineer

Date

Patrick H. Burtch, ~~Interim~~ City Manager

Date

Hibbard Street Repaving, Storm Sewer & Water Main

Final Balancing Change Order No. 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Item No.	Item Description	Contract Amended Qty	Change	Revised Quantity	Units	Unit Price	Amount	
							ADD	DEDUCT
1	Mobilization, Max. \$10,000.00	1	0	1	LS	2000.00	\$ -	\$ -
2	Tree, Rem, 37 inch or larger	1	0	1	Ea	300.00	\$ -	\$ -
3	Dr Structure, Rem	7	1	8	Ea	175.00	\$ 175.00	\$ -
4	Sewer, Rem, less than 24 inch	757	33	790	Ft	2.00	\$ 66.00	\$ -
5	Curb & Gutter, Rem	400	7.6	407.6	Ft	3.00	\$ 22.80	\$ -
6	Sidewalk, Rem	181	-1.56	179.44	Syd	4.00	\$ -	\$ (6.24)
7	Driveway, Rem	90	-34	56	Syd	6.00	\$ -	\$ (204.00)
8	Pavt Sawcut	303	172	475	Ft	2.00	\$ 344.00	\$ -
9	Vertical Exploratory Investigation	20	-8	12	Ft	20.00	\$ -	\$ (160.00)
10	Pavt, Rem, Modified	86	54.5	140.5	Syd	5.00	\$ 272.50	\$ -
11	Tree Preservation	1	0	1	LS	500.00	\$ -	\$ -
12	Subgrade Undercutting, Type II	500	-500	0	Cyd	6.50	\$ -	\$ (3,250.00)
13	Roadway Grading, Special	8.9	0.2	9.1	Sta	800.00	\$ 160.00	\$ -
14	Erosion Control, Gravel Access Approach	1	1	2	Ea	300.00	\$ 300.00	\$ -
15	Erosion Control, Inlet Protection, Grate Filter, Rectangular	11	0	11	Ea	113.00	\$ -	\$ -
16	Erosion Control, Inlet Protection, Sediment Trap, Round	3	-3	0	Ea	598.00	\$ -	\$ (1,794.00)
17	Project Cleanup	1	0	1	LS	1000.00	\$ -	\$ -
18	Aggregate Base, 8 inch	2974	82	3056	Syd	3.50	\$ 287.00	\$ -
19	Geotextile, Separator	60	0	60	Syd	4.00	\$ -	\$ -
20	Steel Casing Pipe, 22 inch (0.375 inch wall), Bore and Jacked in Place	110	0	110	Ft	222.00	\$ -	\$ -
21	Steel Casing Pipe, 30 inch (0.5 inch wall), Bore and Jacked in Place	102	-2	100	Ft	300.00	\$ -	\$ (600.00)
22	Sewer Bulkhead, 21 inch	1	0	1	Ea	500.00	\$ -	\$ -
23	Trench Undercut and Backfill	300	-278.7	21.3	Cyd	20.00	\$ -	\$ (5,574.00)
24	Sewer, CI E, 12 inch	181	-44	137	Ft	34.00	\$ -	\$ (1,496.00)
25	Sewer, C76, CI III, 15 inch	142	58	200	Ft	47.00	\$ 2,726.00	\$ -
26	Sewer, C76, CI III, 18 inch	186	-8	178	Ft	49.00	\$ -	\$ (392.00)
27	Sewer, C76, CI III, 21 inch	666	5	671	Ft	52.50	\$ 262.50	\$ -
28	Sewer, HDPE, DR17, 12 inch, Dir Bore	376	0	376	Ft	64.00	\$ -	\$ -
29	Sewer Backfill, Class II	1072	-68	1004	Ft	2.00	\$ -	\$ (136.00)
30	Sewer Lateral Repair	4	2	6	Ea	450.00	\$ 900.00	\$ -
31	Dr Structure Cover, Adj, Case 1	7	3	10	Ea	250.00	\$ 750.00	\$ -
32	Dr Structure Cover, Adj, Case 2	1	0	1	Ea	250.00	\$ -	\$ -

Hibbard Street Repaving, Storm Sewer & Water Main

Final Balancing Change Order No. 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Item No.	Item Description	Contract Amended Qty	Change	Revised Quantity	Units	Unit Price	Amount	
							ADD	DEDUCT
33	Dr Structure, Tap, 12 inch	1	0	1	Ea	150.00	\$ -	\$ -
34	Dr Structure, Tap, 21 inch	1	1	2	Ea	300.00	\$ 300.00	\$ -
35	Dr Structure, Temp Lowering, Modified	6	1	7	Ea	100.00	\$ 100.00	\$ -
36	Catch Basin Cover, Curb	5	0	5	Ea	513.00	\$ -	\$ -
37	Mh Cover, Short	1	0	1	Ea	350.00	\$ -	\$ -
38	Mh Cover, Std	9	2	11	Ea	350.00	\$ 700.00	\$ -
39	Storm Manhole, Add Depth of 48 inch dia, 8 feet to 15 feet	9.9	-0.9	9	Ft	160.00	\$ -	\$ (144.00)
40	Storm Manhole, 48 inch dia	4	0	4	Ea	1647.00	\$ -	\$ -
41	Storm Manhole, Special, 48 inch dia	1	0	1	Ea	2193.00	\$ -	\$ -
42	Catch Basin, 24 inch dia	2	0	2	Ea	797.00	\$ -	\$ -
43	Catch Basin, 48 inch dia	3	0	3	Ea	1174.00	\$ -	\$ -
44	Underdrain, Subbase, 4 inch	10	-10	0	Ft	15.00	\$ -	\$ (150.00)
45	Cold Milling HMA Surface	2974	-85	2889	Syd	2.75	\$ -	\$ (233.75)
46	Hand Patching	10	-10	0	Ton	100.00	\$ -	\$ (1,000.00)
47	HMA, 13A	670	-59.63	610.37	Ton	60.87	\$ -	\$ (3,629.68)
48	HMA Surface, Rem, Modified	200	-37	163	Syd	3.00	\$ -	\$ (111.00)
49	Cement	2	-2	0	Ton	175.00	\$ -	\$ (350.00)
50	Conc, Grade S2	20	-20	0	Cyd	97.00	\$ -	\$ (1,940.00)
51	Driveway, Nonreinf Conc, 6 inch	90	-33	57	Syd	29.00	\$ -	\$ (957.00)
52	Curb and Gutter, Conc, Detail F4	400	-3.4	396.6	Ft	11.00	\$ -	\$ (37.40)
53	Detectable Warning Surface	20	0	20	Ft	40.00	\$ -	\$ -
54	Sidewalk Ramp, Conc, 4 inch	214	76	290	Sft	4.50	\$ 342.00	\$ -
55	Sidewalk, Conc, 4 inch	1174	54	1228	Sft	3.00	\$ 162.00	\$ -
56	Sidewalk, Conc, 6 inch	260	-34	226	Sft	3.20	\$ -	\$ (108.80)
57	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	4	0	4	Ea	101.00	\$ -	\$ -
58	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	4	0	4	Ea	25.00	\$ -	\$ -
59	Dust Pallative, Applied	2	-1.9	0.1	Ton	100.00	\$ -	\$ (190.00)
60	Plastic Drum, High Intensity, Lighted, Furn	30	0	30	Ea	24.29	\$ -	\$ -
61	Plastic Drum, High Intensity, Lighted, Oper	30	0	30	Ea	2.02	\$ -	\$ -
62	Sign, Type B, Temp, Prismatic, Furn	98	0	98	Sft	3.54	\$ -	\$ -
63	Sign, Type B, Temp, Prismatic, Oper	98	0	98	Sft	0.61	\$ -	\$ -
64	Railroad Inspection and Flagging	6000	-6000	0	Dlr	1.00	\$ -	\$ (6,000.00)

Hibbard Street Repaving, Storm Sewer & Water Main

Final Balancing Change Order No. 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Item No.	Item Description	Contract Amended Qty	Change	Revised Quantity	Units	Unit Price	Amount	
							ADD	DEDUCT
65	Gate Box, Adj, Temp, Case 1	1	0	1	Ea	250.00	\$ -	\$ -
66	Gate Box, Adj, Case 1	4	1	5	Ea	200.00	\$ 200.00	\$ -
67	Water Main, 8 inch	1040	14	1054	Ft	28.50	\$ 399.00	\$ -
68	Water Main Backfill, Class II	930	12	942	Ft	2.00	\$ 24.00	\$ -
69	Hydrant Extension	1	0	1	Ft	414.11	\$ -	\$ -
70	Gate Valve and Box, 8 inch, Modified	4	0	4	Ea	1163.00	\$ -	\$ -
71	Hydrant, Rem, Modified	2	0	2	Ea	250.00	\$ -	\$ -
72	Hydrant Assembly	3	0	3	Ea	2669.00	\$ -	\$ -
73	Water Main, Connect new 8 inch to existing 8 inch	2	0	2	Ea	1700.00	\$ -	\$ -
74	Water Serv, 1 inch	10	-2	8	Ea	773.00	\$ -	\$ (1,546.00)
75	Water Serv, Long, 1 inch	13	1	14	Ea	855.00	\$ 855.00	\$ -
76	Water Serv, Reconnect, 1 inch	4	1	5	Ea	528.48	\$ 528.48	\$ -
77	Water Main Fittings, DI	500	-53	447	Lb	6.00	\$ -	\$ (318.00)
78	Sanitary Sewer, Service Connection beyond 10 feet	115	3.5	118.5	Ft	28.00	\$ 98.00	\$ -
79	Sanitary Sewer, Service Connection with 4 inch Tee	12	-1	11	Ea	529.00	\$ -	\$ (529.00)
80	Sanitary Manhole, 48 inch dia	1	0	1	Ea	1783.00	\$ -	\$ -
81	Sanitary Sewer, Spot Repair, 10 inch	1	1	2	Ea	1972.00	\$ 1,972.00	\$ -
82	Repair Broken Water Main	0	1	1	LS	1100.75	\$ 1,100.75	\$ -
83	Tree, Rem, 19 inch to 24 inch	0	4	4	Ea	500.00	\$ 2,000.00	\$ -
84	Tree, Rem, 32 inch	0	1	1	Ea	800.00	\$ 800.00	\$ -
85	Stump, Rem, 6 inch to 18 inch	0	1	1	Ea	250.00	\$ 250.00	\$ -
86	Mulch Blanket	0	222	222	Syd	1.50	\$ 333.00	\$ -

Total: \$ 16,430.03 \$ (30,856.87)
Net Change: \$ (14,426.84)
Revised Contract Price: \$ 352,232.59



Neighborhood & Economic Operations

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CITY COUNCIL MEETING November 13, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager *P.H.B.*
Jon H. Dowling, P.E., City Engineer *J.H.D.*

SUBJECT: Change Order 2 – 2012 As Needed Survey Consulting Services Contract

RECOMMENDATION: to approve change order 2 to the contract with Wade Trim, in the increased amount of \$8,372.00 to provide survey for petitioned streets, and authorization for the city manager and city engineer to execute the appropriate document.

On March 13, 2012, City Council approved the award of the 2012 As Needed Survey Consulting Services contract to Wade Trim of Taylor, Michigan in the amount of \$62,088.00. This contract provides for topographic mapping, sewer manhole data collection and construction staking for the 2012 construction season. City Council approved Change Order 1 on September 25, 2012 in the amount of \$34,485 to bring the revised contract amount to \$96,573.

The attached Change Order Number 2 will add quantities for current contract items for the survey of two streets that were petitioned and recently received by City Council. A summary of these streets and an estimate of the additional quantities required to complete their surveys is shown on attached Figure A. The additional survey is required for the design of these petitioned projects.

This change order represents an increase of \$8,372.00 bringing the total contract amount to \$104,945.00. The costs for the additional survey will be paid for with Local Street Funds.

We request approval of Change Order 2 and authorization for the City Manager and the City Engineer to sign the document.

JHD/TRW:sms

C: Patrick H. Burtch, City Manager
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

CHANGE ORDER NO. 2
To Contract for
2012 As Needed Survey Consulting Services
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

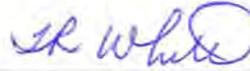
ORIGINAL CONTRACT AMOUNT	\$ 96,573.00
CHANGE ORDER NO. 1 Details of changes shown on the attached sheets.	\$ 8,372.00
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 104,945.00

REASON FOR CHANGE:

The contract is modified to increase quantities of original contract items without change to current contract unit prices. The additional surveys are for the petitioned streets which Council recently accepted. The surveys will allow the City staff to start the engineering design for future construction.

CONTRACT COMPLETION:

Not applicable.



Prepared by Troy R. White, P.E.
Civil Engineer III, Department of Engineering

ACCEPTED BY:

Wade Trim

Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer

Date:

ACCEPTED BY:

Patrick H. Burtch, City Manager

Date:

2012 AS NEEDED SURVEYING CONSULTING SERVICES
CHANGE ORDER NO. 2
Page 1 of 1, 11/6/2012

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Contract Unit Price	Amount	
							ADD	DEDUCT
0001	Survey Crew, Two Person	592.00	44.00	636.00	Hour	\$105.00	\$ 4,620.00	\$ -
0002	Office Technician	400.00	48.00	448.00	Hour	\$64.00	\$ 3,072.00	\$ -
0003	Project Supervisor	113.00	8.00	121.00	Hour	\$85.00	\$ 680.00	\$ -

Total: \$ 8,372.00 \$ -

Net Change: \$ 8,372.00

Current Contract Amount: \$ 96,573.00

Revised Contract Amount: \$ 104,945.00

FIGURE A

2012 AS NEEDED SURVEY CONSULTING SERVICES CONTRACT

CHANGE ORDER NUMBER 2

Project Street	Project Limits	Proposed Construction	Contract Item		
			Survey Crew, Two Person (hours)	Office Technician (hours)	Project Supervision (hours)
Beverly Park Place	West Avenue to end		24	24	4
Mansion	Merriman to Eggleston		20	24	4
		Total hours per item	44	48	8
		x Contract unit price	\$105.00	\$64.00	\$85.00
		=Total cost per item	\$4,620.00	\$3,072.00	\$680.00
		Total Cost (all items)	\$8,372.00		

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

November 13, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio

SUBJECT: Agreement Regarding Transfer of Property (133 E. Prospect Street)

DATE: November 6, 2012

REQUESTED ACTION: To approve the Agreement Regarding Transfer of Property and to accept the Quit Claim Deed for conveyance of the property.

Attached please find a proposed Agreement Regarding Transfer of Property for property located at 133 E. Prospect Street, Jackson, Michigan. Also attached is the Quit Claim Deed from the owner of the property, Jay E. Horsfall. It is my understanding the owner has already demolished the dangerous and unsafe structure that was on the property. The owner is willing to convey the property to the City to avoid future property tax liability. The City Manager is willing to accept the property.

If Council wishes to go forward with the transaction, the requisite action is to approve the Agreement between the owner and the City, accept the Quit Claim Deed, and authorize the City Attorney to make minor modifications to the documents and take all other actions necessary to effectuate the closing.

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

JAG/dn

Enc.

cc w/enc: Patrick Burtch, City Manager

AGREEMENT REGARDING TRANSFER OF PROPERTY

This Agreement, entered into on the 30th day of October, 2012 between Horsfall Enterprises, LLC, a Michigan Limited Liability Corporation, ("Owner"), whose address is P.O. Box 273, Jackson, Michigan 49204, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("the City"),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, to wit: Lot 15, Block 4, Francis Street Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Pages 29 and 30, Jackson County Records, and more commonly known as 133 E. Prospect Street, Jackson, Michigan ("the property");

WHEREAS, Owner has demolished the building that was located on the property; and

WHEREAS, Owner wishes to convey title to the property to the City in order to avoid future ad valorem property taxes on the property; and

WHEREAS, the City is willing to accept conveyance of the property by the Owner.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other ownership interests exist concerning said property.
- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property, provided however that Owner shall not be responsible for any outstanding City property taxes due on the property.
- F. The City will waive any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner due to the City related to the property.

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

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CITY ATTORNEY

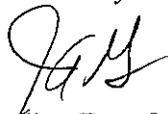
CITY COUNCIL MEETING

November 13, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio



SUBJECT: Agreement Regarding Transfer of Property and Demolition of Dangerous and Unsafe Structure (840 Backus Street)

DATE: November 6, 2012

REQUESTED ACTION: To approve the Agreement Regarding Transfer of Property and Demolition of Dangerous and Unsafe Structure and to accept the Quit Claim Deed for conveyance of the property.

Attached is an Agreement Regarding Transfer of Property and Demolition of Dangerous and Unsafe Structure for property located at 840 Backus Street, Jackson, Michigan. Also attached is the proposed Quit Claim Deed from the owner of the property, Ann P. Nguyen, to the City. There was a fire at the property and the structure located there needs to be demolished. Pursuant to Public Act 495 of 1980 (Act 495), the City received \$8,129.00 from the Ms. Nguyen's insurance policy proceeds to be used for demolition of the structure. Additionally, Ms. Nguyen deposited \$371.00 with the City to be used for demolition of the structure. She wishes to convey the property to the City and allow the City the use of the Act 495 proceeds for demolition of the structure. It is my understanding the money deposited with the City may not cover all of the demolition costs, however, the City Manager is willing to accept the property and be responsible for any additional costs we may incur for demolition of the structure.

If Council wishes to go forward with the transaction, the requisite action is to approve the Agreement between the owner and the City, accept the Quit Claim Deed, and authorize the City Attorney to make minor modifications to the documents and take all other actions necessary to effectuate the closing.

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

JAG/dn

Enc.

cc w/enc: Patrick Burtch, City Manager

AGREEMENT REGARDING TRANSFER OF PROPERTY
AND DEMOLITION OF DANGEROUS AND UNSAFE STRUCTURE

This Agreement, entered into on the 29th day of October, 2012 between Ann P. Nguyen, ("Owner"), whose address is 1921 Springport Road, #4, Jackson, Michigan 49202, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("the City"),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, to wit: Lot 4, Block 9 Foote and Bennett's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 13, Jackson County Records, and more commonly known as 840 Backus Street, Jackson, Michigan ("the property");

WHEREAS, a vacant substandard, deteriorated, or dilapidated building is located on the property;

WHEREAS, Owner and the City desire to have the building removed from the property and acknowledge that its removal is for the betterment of the public's health, safety, and welfare; and;

WHEREAS, the City is currently holding \$8,129.00 of Owner's insurance policy proceeds deposited with the City pursuant to Michigan Public Act 495 of 1980, as amended; and

WHEREAS, Owner has also deposited an additional \$371.00 with the City; and

WHEREAS, Owner will allow the City to retain the \$8,129.00 and \$371.00 ("Owner's Demolition Funds") and use same for demolition and removal of the building located on the property; and

WHEREAS, Owner wishes to transfer title to the real property to the City; and

WHEREAS, the City is willing to remove the building by demolition.

NOW THEREFORE, the parties mutually agree as follows:

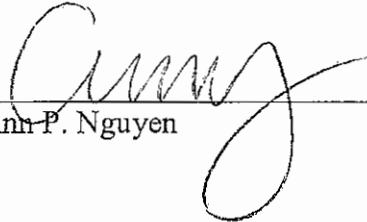
- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.

- C. Owner certifies that no liens, mortgages, or other ownership interests exist concerning said property.
- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property, provided however that Owner shall not be responsible for any outstanding City property taxes due on the property.
- F. The City shall use Owner's Demolition Funds to demolish the building on the property, remove all demolition debris, and grade the site.
- G. Except for Owner's Demolition Funds, Owner shall not be responsible for any additional costs of demolition incurred by City.
- H. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above described property.
- I. Owner agrees to indemnify and hold harmless the City, to the maximum legal extent permissible under Michigan law, from any and all losses, damages, claims, demands, suits, actions, payments, and judgments, including any and all expenses, legal or otherwise; and any and all liability for property damage, bodily injury, death, or any other injury or damage, of whatever nature, which arises out of or pertains to this Agreement and/or the conveyance of the property to the City.
- J. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- K. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- L. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- M. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

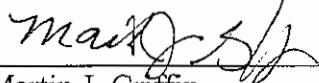
N. This Agreement, upon its acceptance by the parties, shall constitute the entire Agreement and understanding between the parties and supersedes all prior and contemporaneous negotiations, representations, and agreements, whether written or oral, with respect to the subject matter herein.

The parties have signed this Agreement by their authorized officers or agents on the 29th day of October, 2012.

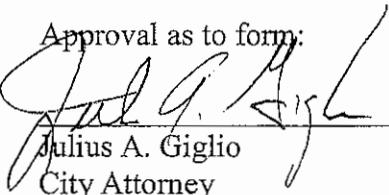
OWNER

By: 
Ann P. Nguyen

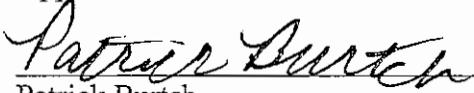
CITY OF JACKSON

By: 
Martin J. Griffin
Its Mayor

Approval as to form:


Julius A. Giglio
City Attorney

Approval as to content:


Patrick Burtch
City Manager

1001

CD-Heather
Amy-Deb



STATE OF MICHIGAN - JACKSON COUNTY
Received 08/03/2012 10:14:49 AM 2627011
Processed 08/03/2012 10:16:33 AM DOC
Mindy Reilly, REGISTER OF DEEDS

2-1426

QUIT CLAIM DEED

City Assessor

File No. MONICA

The Grantors: Ann P. Nguyen, a single woman
whose address is: 3535 Karen
Lansing, MI 48911

Quit Claims to: City of Jackson
whose address is: 161 W. Michigan Ave
Jackson, MI 49201

the following described premises situated in the City of Jackson, Jackson County, State of Michigan, to-wit:

Lot 4, Block 9, Foote and Bennett's Addition to the City of Jackson, according to the recorded Plat thereof, as recorded in Liber 1 of Plats, Page 13, Jackson County Records.

for full consideration of \$1.00
840 Backus St., Jackson MI

This instrument is exempt from transfer tax pursuant to MCL207.505(a) and MCL207.526(a)

Dated this 8/3/12.

Signed by: [Signature]
Ann P. Nguyen

233

STATE OF MICHIGAN)
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 3rd day of August 2012 by Ann P. Nguyen, a single woman.

MONICA L. MAYS
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF JACKSON
MY COMMISSION EXPIRES 07-12-2015
ACTING IN THE COUNTY OF _____

[Signature]
_____, Notary Public
_____, County
My Commission Expires: _____
Acting in the County of: _____

Drafted by: Thomas D. Richardson, ESQ.
111 N. Main Street
Ann Arbor, MI 48104

When recorded return to: Grantee
City of Jackson
161 W. Michigan Ave
Jackson, MI 49201

Tax Code:

Ann P Nguyen
1921 Westbrook Dr.
Jackson, MI 49201

MLM

1990-823



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
November 13, 2012
NEW BUSINESS

TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager

SUBJECT: CDBG and HOME Financial Summaries through October 31, 2012

RECOMMENDATION

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

Attached please find the Financial Summaries for the CDBG and HOME funds for the four months ended October 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 Four Months Ended October 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>
<u>Public Services</u>							
1 AWARE (FY 2011/2012)	5,500	4,580	-	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	55,954	-	100.0%
<u>Administration</u>							
4 Administration & Planning							
FY 2011/2012	205,000	106,871	10,470	28,752	135,623	69,377	66.2%
FY 2012/2013	215,000	-	-	-	-	215,000	0.0%
<u>Code Enforcement</u>							
5 City Code Enforcement Division							
FY 2011/2012	485,000	370,196	12,286	114,804	485,000	-	100.0%
FY 2012/2013	535,000	-	20,230	20,230	20,230	514,770	3.8%
6 City Attorney Office							
FY 2011/2012	29,000	22,663	-	6,337	29,000	-	100.0%
FY 2012/2013	52,000	-	1,717	1,799	1,799	50,201	3.5%
<u>Housing Rehabilitation Projects</u>							
7 City Emergency Hazard Repair Program							
FY 2010/2011	125,000	112,395	-	12,605	125,000	-	100.0%
FY 2011/2012	54,900	-	32,229	51,215	51,215	3,685	93.3%
FY 2012/2013	104,000	-	-	-	-	104,000	0.0%
8 World Changers							
FY 2010/2011	40,585	33,383	-	-	33,383	7,202	82.3%
FY 2011/2012	17,201	-	-	-	-	17,201	0.0%
FY 2012/2013	40,000	-	-	-	-	40,000	0.0%
9 City Rehab Administration (Denied Loans)							
FY 2009/2010	1,000	403	(463)	(578)	(175)	1,175	-17.5%
FY 2010/2011	1,000	348	-	(304)	44	956	4.4%
FY 2012/2013	1,000	-	-	-	-	1,000	0.0%
10 John George Home - building repairs							

	<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 2010/2011	10,000	9,660	-	340	10,000	-	100.0%
FY 2011/2012	12,500	-	-	12,500	12,500	-	100.0%
<u>Street Projects</u>							
11 Mason - Jackson to Francis (FY 2009/2010)	141,910	139,763	-	2,147	141,910	-	100.0%
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	12,140	13,474	19,781	86,219	18.7%
18 Homewild - Ellery to Edgewood (FY 2011/2012)	119,000	7,546	15,301	19,255	26,801	92,199	22.5%
19 Special Assessments (FY 2011/2012)	25,000	-	-	-	-	25,000	0.0%
<u>Other Projects</u>							
20 Sidewalk Replacement	5,000	-	-	-	-	5,000	0.0%
21 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%
<u>Economic Development</u>							
22 Job Creation Loans (FY 2010/2011)	50,000	-	-	-	-	50,000	0.0%
<u>Public Improvements</u>							
23 Demolition Engineering - 212 W Mich (FY 2010/2011)	38,000	-	-	-	-	38,000	0.0%
24 Demolition - Neighborhood Economic Stabilization	494,924	-	6,150	166,858	166,858	328,066	33.7%

NOTE: All funds are FY 2012/2013 allocations unless otherwise indicated

**City of Jackson
HOME
Monthly Financial Summary
For the Four Months Ended October 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	144,017	-	100.0%
FY 2012/2013	184,391	-	12,063	27,849	27,849	156,542	15.1%
2 HOME Administration							
FY 2011/2012	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	23,365	16,635	58.4%
4 JAHC - CHDO Operating Expenses							
FY 2009/2010	15,000	6,901	-	427	7,328	7,672	48.9%
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	1,575	1,575	74,721	15,279	83.0%
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	6,000	-	100.0%
9 Habitat for Humanity (FY 2011/2012)	75,000	13,706	-	10,454	24,160	50,840	32.2%
10 City - Acq/Rehab/Resale (FY 2011/2012)	240,000	119,420	30,000	30,000	149,420	90,580	62.3%

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



CITY ATTORNEY

161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

CITY COUNCIL MEETING

November 13, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio

SUBJECT: John Frey v. City of Jackson

DATE: October 25, 2012

REQUESTED ACTION: The requisite action is to refer this matter to the City Attorney for handling.

Attached is a copy of a Claim of Appeal and Demand for Transmittal of Certified Record filed by John Frey in the Jackson County Circuit Court on October 19, 2012. This is an appeal of a decision by the Michigan Compensation Appellate Commission upholding an Administrative Law Judge decision to deny unemployment benefits to Mr. Frey, who had been an employee in the City's Parks and Recreation Department.

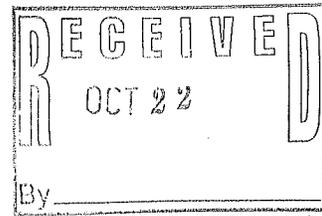
The requisite action is to refer this matter to the City Attorney for handling.

JAG/dn

Enc.

cc Patrick Burtch, City Manager

ROBERT K. GAECKE, JR.
Attorney and Counselor at Law



715 W. Michigan Ave., Ste. 1
Jackson, Michigan 49201
Telephone: (517) 787-6400
Facsimile: (517) 787-6402

October 19, 2012

Michigan Compensation
Appellate Commission
611 W. Ottawa Street, 4th Floor
P.O. Box 30475
Lansing, MI 48909

City of Jackson
TALX UC EXPRESS
20300 Superior Rd., Ste. 190
Taylor, MI 48180

State of Michigan, Dept.
Of Licensing and Regulatory
Affairs, Unemployment
Insurance Agency
PO Box 169
Grand Rapids, MI 49501-0169

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

Re: John Frey v City of Jackson
Jackson County Circuit Court No. 12-3362-AE

Dear all:

Enclosed please find Claim of Appeal and Demand for Transmittal
of Certified Record, and Proof of Service.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Robert Gaecke, Jr.", written in a cursive style.

Robert Gaecke, Jr.

Enclosure

STATE OF MICHIGAN
IN THE 4TH CIRCUIT COURT FOR THE COUNTY OF JACKSON

In the Matter of the Claim of

JOHN FREY,

Claimant/Appellant,

No. 12- 3362 -AE

Hon. T.D. WILSON

v.

CITY OF JACKSON, MICHIGAN,

Employer/Appellee,

Michigan Compensation

Appellate Commission

No. B 2012 10423 R01 233682W

and,

STATE OF MICHIGAN, DEPT.
OF LICENSING AND REGULATORY
AFFAIRS, UNEMPLOYMENT
INSURANCE AGENCY,

Agency/Appellee.

Robert K. Gaecke, Jr. (P55829)

Attorney for Claimant/Appellant

715 W. Michigan Ave., Ste. 1

Jackson, MI 49201

(517) 787-6400

CLAIM OF APPEAL

and

DEMAND FOR TRANSMITTAL OF CERTIFIED RECORD

JOHN FREY, through counsel, claims an appeal from the decision of the

Michigan Compensation Appellate Commission mailed September 20, 2012, which upheld a May 31, 2012 Administrative Law Judge decision. Appellant states further pursuant to MCR 7.116(C) and (F):

- ◆ This matter is timely, MCR 7.116(B).
- ◆ This court has subject matter jurisdiction, MCR 7.103(B)(2), MCL 421.1 *et seq.*, MCR 7.116(A)
- ◆ Venue is proper in this court, as Mr. Frey resides in Jackson County. MCL 421.38(1), MCR 7.116(D).
- ◆ By serving a copy of this Claim of Appeal upon the State of Michigan, Department of Licensing and Regulatory Affairs, Michigan Compensation Appellate Commission, Claimant/Appellant is demanding the Appellate Commission transmit to the clerk of the circuit court a certified copy of the record of proceedings before the referee and the Appellate Commission. The certified record must comply with MCL 421.36(3). The Appellate Commission must notify the parties that the record was transmitted.


Robert K. Gaecke, Jr. (P55829)
Attorney for Plaintiff
715 W. Michigan Ave., Ste. 1
Jackson, MI 49201
(517) 787-6400

Dated: October 19, 2012

STATE OF MICHIGAN
MICHIGAN COMPENSATION APPELLATE COMMISSION

In the Matter of the Claim of

JOHN D. FRYE,
Claimant

Appeal Docket No.: B 2012 10423 R01'233682W
Social Security No.: 373-56-8565

CITY OF JACKSON,
Employer

DECISION OF MICHIGAN COMPENSATION APPELLATE COMMISSION

This case is before the Michigan Compensation Appellate Commission (Commission) on the claimant's July 16, 2012 appeal from a July 10, 2012 Administrative Law Judge (ALJ) order denying a request for rehearing.

Under Section 33(1) of the Michigan Employment Security Act, rehearings are granted or denied at the discretion of the ALJ. Michigan Administrative Code, Rule 421.1211.

After reviewing the record, the Commission finds that there has not been an abuse of discretion. Therefore, the ALJ's July 10, 2012 order should be affirmed.

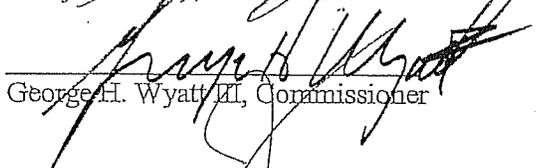
The Commission has reviewed the ALJ's May 31, 2012 decision in light of the evidence appearing in the record made prior to the claimant's request for rehearing. It is our opinion that the decision is in conformity with the law and facts and should be affirmed.

In accordance with MCL 421.34, we conclude that no modification or alteration of the ALJ's decision is necessary.

The ALJ's order denying the claimant's request for rehearing is hereby affirmed.

The ALJ's decision is hereby affirmed.


Garry Geolsby, Commissioner


George H. Wyatt III, Commissioner

Jack F. Wheatley, Chair

MAILED AT LANSING, MICHIGAN

SEP 20 2012

This decision shall be final unless EITHER (1) the Michigan Compensation Appellate Commission RECEIVES a written request for rehearing on or before the deadline, OR (2) the appropriate circuit court RECEIVES an appeal on or before the deadline. The deadline is:

OCT 22 2012

TO PROTECT YOUR RIGHTS, YOU MUST BE ON TIME

STATE OF MICHIGAN
IN THE 4TH CIRCUIT COURT FOR THE COUNTY OF JACKSON

In the Matter of the Claim of

JOHN FREY,

Claimant/Appellant,

No. 12- 3362 -AE

Hon. T. D. WILSON

v.

CITY OF JACKSON, MICHIGAN,

Employer/Appellee,

Michigan Compensation
Appellate Commission

No. B 2012 10423 R01 233682W

and,

STATE OF MICHIGAN, DEPT.
OF LICENSING AND REGULATORY
AFFAIRS, UNEMPLOYMENT
INSURANCE AGENCY,

Agency/Appellee.

Robert K. Gaecke, Jr. (P55829)
Attorney for Claimant/Appellant
715 W. Michigan Ave., Ste. 1
Jackson, MI 49201
(517) 787-6400

PROOF OF SERVICE

I, Robert K. Gaecke, Jr. certify that on October 19, 2012, I served copies of
Claim of Appeal and Demand for Transmittal of Certified Record, with this Proof of

Service, on

Michigan Compensation
Appellate Commission
611 W. Ottawa Street, 4th Floor
P.O. Box 30475
Lansing, MI 48909

City of Jackson
TALX UC EXPRESS
20300 Superior Rd., Ste. 190
Taylor, MI 48180

State of Michigan, Dept.
Of Licensing and Regulatory
Affairs, Unemployment
Insurance Agency
PO Box 169
Grand Rapids, MI 49501-0169

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

all by First Class U.S. Mail, consistent with MCR 2.107.

Dated: October 19, 2012


Robert K. Gaecke, Jr

Oct. 12, 2012

To: Hon. Mayor Martin Griffin
Jackson City Council
Ombudsman
Human Relations Commissioners

From: George Brown, III
Chair
City of Jackson Human Relations Commission

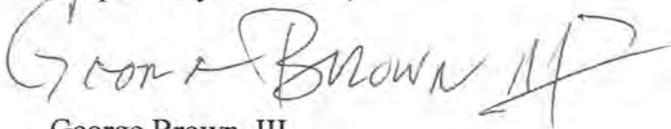
Effective immediately, I am resigning from my appointed position as a voting member and Chair of the City of Jackson Human Relations Commission.

I anticipate a much more rigorous work schedule at the Harriet Tubman Center and want to focus on completing two significant projects that have impending deadlines.

My experience in service to the community as a Human Relations Commissioner has been rewarding and fun and I am thankful for the opportunity.

Going forward if appropriate, I would respectfully ask for consideration and reappointment as an ex-officio member of the HRC for one term, upon official receipt of this notice.

Respectfully submitted,

A handwritten signature in black ink that reads "George Brown, III". The signature is written in a cursive, flowing style with a large initial "G" and a long, sweeping underline.

George Brown, III
Chair
City of Jackson Human Relations Commission



City Assessor

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

Memo

To: Honorable Mayor & City Councilmembers
From: David Taylor, City Assessor *DT*
CC: Patrick Burtch, City Manager
Jonathan Green, Executive Director, Downtown Development Authority
Jon Dowling, City Engineering
Lynn Fessel, City Clerk
Date: 11/7/2012
Re: Conformation of Meterless Parking Special Assessment Roll

Recommendation:

Establishment of November 27, 2012, at the City Council meeting as the time and place to hold a public hearing for the 2012-2013 Meterless Parking Special Assessment Roll.

CITY OF JACKSON



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

Office of Mayor
Martin J. Griffin

MICHIGAN

CITY COUNCIL MEETING
November 13, 2012

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg/s*
DATE: October 24, 2012
SUBJECT: Parks and Recreation Commission

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint City Councilmember Kimberly Jaquish (City) to the Parks and Recreation Commission for a two-year term beginning December 1, 2012, and ending November 30, 2014.

In accordance with the joint resolution of the City Commission and the Board of Education of Jackson Public Schools dated December 15, 1970, the City Council appoints one of its members to a two-year term, and one other person to a three-year term. The City Council appointee must be a City resident.

It is my desire, therefore, to reappoint City Councilmember Kimberly Jaquish (City) to the Parks and Recreation Commission for a two-year term, beginning December 1, 2012, and ending November 30, 2014.

MJG:skh

CITY OF JACKSON



MICHIGAN

Office of Mayor
Martin J. Griffin

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

CITY COUNCIL MEETING November 13, 2012

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg*
DATE: October 24, 2012
SUBJECT: Jackson County Land Bank Authority

RECOMMENDATION:

Approval and confirmation of the Mayor's recommendation to the Jackson County Board of Commissioners the reappointment of City Councilmember Andrew Frounfelker to the Jackson County Land Bank Authority for a four year term beginning November 1, 2012, and ending October 31, 2016.

In accordance with Article IV, Section 4.01, Intergovernmental Agreement between the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Michigan creating the Jackson County Land Bank Authority, the Jackson County Land Bank Authority consists of nine members of which two individuals representing the City of Jackson nominated by the City Council and appointed by the County Board. Each member shall serve a four-year term.

It is my desire, therefore, to recommend to the Jackson County Commission the reappointment City Councilmember Andrew Frounfelker, to the Jackson County Land Bank Authority for a four-year term beginning November 1, 2012, and ending October 31, 2016.

MJG:skh



City of Jackson Board/Commission Application

Name: ANDREW FROUNFECKER

Address: 148 W. MICHIGAN AVE, PO BOX 111 Zip: 49204

Home Phone: 517-783-2011 Other Phone: _____

Occupation: 5TH WARD COUNCIL MEMBER

Community Involvement/Activity

CITY BEACONFIELD AUTHORITY
JACKSON CO LAND BANK

SHARP PARK BOARD MEMBER
CITY COUNCIL MEMBER

Are you a registered voter? YES Ward? 5

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

1. JACKSON CO. LAND BANK - REAPPOINTMENT 2. _____

3. _____

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

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

[Signature]
Signature of Applicant

OCT. 25, 2012
Date

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



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
November 13, 2012

DATE: November 7, 2012
MEMO TO: Honorable Mayor and City Council Members
FROM: Lynn Fessel, City Clerk *Lynn Fessel*
SUBJECT: Confirmation of Special Assessment Roll Nos. 3369 and 3370.

RECESS AS CITY COUNCIL AND CONVENE AS A BOARD OF REVIEW:

- A. PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 3369 FOR STREET REPAVING ON DURAND FROM THE SOUTH END (FROST SCHOOL) TO MORRELL**
- 1. RESOLUTION CONFIRMING ROLL NO. 3369**
- B. PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 3370 FOR STREET REPAVING ON GANSON FROM WISNER TO JACKSON**
- 1. RESOLUTION CONFIRMING ROLL NO. 3370**

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

Public hearings were established at the City Council's October 23rd meeting for November 13, 2012. The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner included on the rolls.

C: City Manager

RESOLUTION
STREET CONSTRUCTION

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street construction on Durand Street from the South End (Frost School) to Morrell Street which assessments were by him placed on Assessment Roll No. 3369 in the amount of \$112,043.64 and reported to the City Council at its meeting held on the 23rd day of October, 2012; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, the 13th day of November, 2012, at 7:00 p.m. to hear any and all objections and suggestions by interested parties to said special assessments as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3369 shall be divided into ten (10) equal installments, the first of which shall be payable by December 14, 2012 without interest charge; and the remaining installments, plus a 2.50% annual interest charge on each installment, shall be due annually on May 30 of each subsequent year until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which shall be one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full is made prior to December 14, 2012.

* * * * *

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 sitting as a Board of Review on the 13th day of November, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of November, 2012.

Lynn Fessel, City Clerk

RESOLUTION
STREET CONSTRUCTION

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street construction on Ganson Street from Wisner Street to Jackson Street which assessments were by him placed on Assessment Roll No. 3370 in the amount of \$228,822.29 and reported to the City Council at its meeting held on the 23rd day of October, 2012; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, the 13th day of November, 2012, at 7:00 p.m. to hear any and all objections and suggestions by interested parties to said special assessments as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3370 shall be divided into ten (10) equal installments, the first of which shall be payable by December 14, 2012 without interest charge; and the remaining installments, plus a 2.50% annual interest charge on each installment, shall be due annually on May 30 of each subsequent year until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which shall be one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full is made prior to December 14, 2012.

* * * * *

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 sitting as a Board of Review on the 13th day of November, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of November, 2012.

Lynn Fessel, City Clerk



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
November 13, 2012

DATE: November 5, 2012

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Lynn Fessel, City Clerk 

SUBJECT: Final Adoption of Ordinance No. 2012.35

ORDINANCE NO. 2012.35 AMENDING CHAPTER 2.5, CITY CODE, TO PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON BY REQUIRING THAT NOTICES BY MAIL OF HEARINGS BEFORE THE ADMINISTRATIVE HEARINGS BUREAU CAN BE MAILED TO THE ADDRESS OF THE OWNER OF THE PROPERTY AS LISTED IN THE RECORDS OF THE CITY ASSESSOR

Attached please find Ordinance No. 2012.35 approved by the City Council on October 23, 2012. Requested action is adoption of this Ordinance.

C: City Manager
City Attorney

ORDINANCE NO. 2012-_____

An ordinance amending Chapter 2.5 of the Code of Ordinances to provide for the public health, safety and welfare of the Citizens of the City of Jackson by requiring that notices by mail of hearings before the Administrative Hearings Bureau can be mailed to the address of the owner of the property as listed in the records of the City Assessor.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to require that notices by mail of hearings before the Administrative Hearings Bureau can be mailed to the address of the owner of the property as listed in the records of the City Assessor. Notice to the address as listed by the records of the City Assessor will create a more objective standard for proof of service of Administrative Hearings Bureau matters.

Section 2. That Section 2.5-18 of Chapter 2.5 of the Code of the City of Jackson be, and the same hereby is, amended to read as follows:

Sec. 2.5-18 Notice.

- (a) Before any administrative adjudication proceeding may be conducted, the parties must be afforded notice in compliance with this section.
- (b) Unless otherwise provided by law or rule, the issuer of a notice of violation or notice of hearing must specify in the notice his or her name and department; where known, the name and address of the person or entity charged with the violation; the date, time and place of the violation; the section of the Code or departmental rule or regulation which was allegedly violated; and certify the correctness of the specified information by signing his or her name to the notice with the following: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief." A notice of hearing including the date, time, and location of the hearing and the penalties for failure to appear at the hearing must be included.
- (c) Unless otherwise provided by law or rule, a notice of violation or notice of hearing must be served upon the alleged violator no less than fourteen (14) calendar days before the date of the hearing:
 - (1) By first class or express mail or by overnight carrier addressed to the address of the owner of the property as listed by the records of the City Assessor or, if the violator is a business entity, in the alternative, at any address identified for its registered agent or at its principal place of business;

- (2) By personal service, including personal service upon an employee or agent of the alleged violator at a place of business of the alleged violator or otherwise if such service is reasonably calculated to give the alleged violator actual notice; or
 - (3) If service cannot be made by either of (1) or (2) above, when the alleged violator is the owner or manager of the property, by posting a copy of the violation notice on the front entrance of the building or other structure where the violation is found, or if the property is unimproved or fenced off, by posting a copy of the violation notice in a prominent place upon the property where the violation is found.
- (d) In all non-emergency situations, if requested by the respondent, the respondent has at least fifteen (15) days after the date of mailing or other service of a notice of violation or notice of hearing to prepare for a hearing. For purposes of this section "non-emergency situation" means any situation that does not reasonably constitute a threat to the public interest, safety, or welfare.

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



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
November 13, 2012

DATE: November 5, 2012
MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Final Adoption of Ordinance No. 2012.36

**ORDINANCE NO. 2012.36 AMENDING CHAPTER 18, CITY CODE, TO
PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE
CITIZENS OF THE CITY OF JACKSON BY THE INCLUSION OF
ELECTRONIC COMMUNICATIONS AS A MEANS OF HARASSMENT**

Attached please find Ordinance No. 2012.36 approved by the City Council on October 23, 2012. Requested action is adoption of this Ordinance.

C: City Manager
City Attorney

ORDINANCE NO. 2012-_____

An ordinance amending Chapter 18 of the Code of Ordinances to provide for the public health, safety and welfare of the Citizens of the City of Jackson by the inclusion of electronic communications as a means of harassment.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to expand the provisions relating to the means of communication that can constitute harassment within the city.

Section 2. That Section 18-57 of Chapter 18 of the Code of the City of Jackson be, and the same hereby is, amended to read as follows:

Sec. 18-57 Telephone or Electronic Communication Harassment

No person shall by means or use of the telephone or any form of electronic communication disturb, or tend to disturb, the peace, quiet or privacy of any person or family by repeated and continued telephone messages or electronic communications intended to harass or disturb the person or family to whom the call or electronic communication is directed; or by single or repeated calls or electronic communications, use obscene, profane or indecent or offensive language, or suggest any lewd or lascivious act over or through a telephone call or electronic communication in this city; or attempt to extort money or any other thing of value from any person or family by means or use of the telephone or electronic communication; or threaten any physical violence or harm to any person or family; or repeatedly and continuously ring or message the telephone of any person or family with the intent to disturb or harass them; provided, however, the normal use of the telephone or electronic communications for the purpose of requesting payments of debts or obligations or for other legitimate business purposes shall not constitute a violation hereof.

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



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
November 13, 2012

DATE: November 5, 2012
MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Final Adoption of Ordinance No. 2012.37

ORDINANCE NO. 2012.37 AMENDING CHAPTER 17, CITY CODE, TO PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON BY REGULATING, AND WHERE NECESSARY, PROHIBITING NOISE WITHIN THE CITY

Attached please find Ordinance No. 2012.37 approved by the City Council on October 23, 2012. Requested action is adoption of this Ordinance.

C: City Manager
City Attorney

ORDINANCE NO. 2012-_____

An ordinance amending Article IV of Chapter 17 of the Code of Ordinances to provide for the public health, safety and welfare of the Citizens of the City of Jackson by regulating, and where necessary, prohibiting noise within the city.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to regulate, and where necessary, prohibit noise within the city.

Section 2. That Article IV, Section 17-76 through Section 17-110 of Chapter 17 of the Code of the City of Jackson be, and the same hereby is, amended to read as follows:

ARTICLE IV. NOISE CONTROL

Sec. 17-76. Generally.

The provisions of this article are declared to be unlawful and prohibited, but this enumeration shall not be deemed to be exclusive.

Sec. 17-77. Animal and bird noises.

The keeping of any animal or bird which, by causing frequent or long continued noise, shall unreasonably disturb the comfort or repose of any person shall be in violation of this article.

Sec. 17-78. Construction noises.

The erection (including excavating therefor), demolition, alteration or repair of any building, and the excavation of streets and highways, on Sundays and other days, except between the hours of 7:00 a.m. and 6:00 p.m., shall be a violation of this article, unless a permit is first obtained from the city manager.

Sec. 17-79. Loudspeakers and public address systems.

- (a) It shall be a violation of this article to use or operate, for any purpose, a loudspeaker or public address system where such use or operation:
- (1) Occurs between the hours of 6:00 p.m. and 8:00 a.m. the following day within any residentially zoned area of the city, or within fifty (50) feet of the property boundary of any residentially zoned area of the city, as measured from the speaker or other source of sound; or
 - (2) Occurs on any Sunday or legal holiday; or

- (3) Occurs, where the source of sound is mounted upon a vehicle or other mobile device, within three hundred (300) feet of any hospital, place of worship, school or courthouse; or
 - (4) Creates or emits a sound which, at any one (1) time, is in excess of sixty-five (65) dBA as measured at the property lines on a sound level meter, using the A-weighting network, except that where normal street traffic noises exceed sixty-five (65) dBA, the measurable noise emanating from the premises may equal, but not exceed, traffic noise levels; or
 - (5) In the case of sound amplification equipment mounted on a vehicle, creates or emits a sound which, at any one (1) time, is in excess of sixty-five (65) dBA as measured on a sound level meter, using the A-weighting network from any one (1) point at least fifty (50) feet from the source of such user or operation.
- (b) This section shall not apply to persons engaged in the use or operation of a loudspeaker or public address system where such use or operation:
- (1) Involves the delivery of a political or ceremonial public address, or
 - (2) Involves the delivery of emergency instructions or information, or
 - (3) Involves the delivery of information or the presentation of entertainment in conjunction with a public event upon any governmentally owned property within the city.

Sec. 17-80. Engine exhausts.

The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle except through a muffler or other device which effectively prevents loud or explosive noises therefrom, shall be a violation of this article.

Sec. 17-81. Handling merchandise.

The creation of an unreasonably loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers, shall be a violation of this article.

Sec. 17-82. Blowers.

- (a) The use and/or operation of a blower or power fan which creates or emits a sound, which at any one (1) time is in excess of sixty-five (65) dBA as measured at the property lines on a sound level meter using the A-weighting network shall be a violation of this article.
- (b) This section shall not apply to the temporary use and/or operation of a blower or power fan where such use and/or operation involves the delivery of a governmental service upon public property by persons employed by a governmental entity.

Sec. 17-83. Hawking and peddling.

The hawking or peddling or announcing or advertising of any business by proclamation, cries, ringing of bells, or the playing of music on any of the streets or public places of the city within the business district or at any other place within the city in a loud and boisterous manner, so as to unreasonably annoy or disturb the peace and quiet of persons residing in the area, shall be a violation of this article.

Sec. 17-84. Horns and signal devices.

The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion that creates any unreasonably loud or harsh sound, or the sounding of such a horn or signal device for an unreasonably long period of time shall be a violation of this article, unless the sound is a danger signal if another vehicle is approaching, or is apparently out of control, or to give warning of intent to get under motion, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended.

Sec. 17-85. Radios, musical instruments, and other electronic devices.

The playing of any radio, television set, phonograph, musical instrument, or any other electronic device in such a manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m., or at any time or place, so as to unreasonably annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence, or of any persons in the vicinity, shall be a violation of this article.

Sec. 17-86. Shouting and whistling.

Yelling, shouting, hooting, whistling or singing or the making of any other loud noise on the public street, between the hours of 11:00 p.m. and 7:00 a.m., or the making of any such noise at any time so as to unreasonably annoy or disturb the quiet, comfort, or repose of persons in any school, place of worship, or office, or in any dwelling, hotel or other type of residence, or of any persons in the vicinity, shall be a violation of this article.

Sec. 17-87. Whistle or siren.

The blowing of any whistle or siren, except to give notice of the time to begin or stop work or as a warning of fire or danger, shall be a violation of this article.

Sec. 17-88. General prohibited noises.

- (a) It shall be unlawful for any person or entity to make, maintain, continue, or cause to be made or continued, any excessive, unnecessary, unnatural, repeated, prolonged or loud noise, or any noise which unreasonably annoys, disturbs, injures or impairs the comfort, repose, health or peace of another.
- (b) It shall be unlawful for the owner of any premises, and for the occupant or person in possession of any premises, whether individual or corporate, or otherwise, to knowingly make, allow to be made, or permit to be made upon the premises any excessive, unnecessary, unnatural, repeated, prolonged or loud noise, or any noise which

unreasonably annoys, disturbs, injures or impairs the comfort, repose, health or peace of another.

Sec. 17-89. Exceptions.

None of the terms or prohibitions of this article shall apply to or be enforced against:

- (a) Emergency vehicles. Any police or fire vehicle or any ambulance, while engaged upon emergency or necessary public business.
- (b) Highway maintenance and construction. Excavations or repairs of bridges, streets or highways by or on behalf of the city or the state, during the night, when the public safety, welfare and convenience renders it impossible to perform such work during the day.

Secs. 17-90--17-110. Reserved.

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



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
November 13, 2012

DATE: November 5, 2012
MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Final Adoption of Ordinance No. 2012.38

ORDINANCE NO. 2012.38 AMENDING CHAPTER 17, CITY CODE, TO PROVIDE FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON BY DEFINING WHAT CONSTITUTES A NUISANCE PER SE AND ALLOWING FOR RECOVERY OF REASONABLE COSTS FOR ENFORCEMENT INCURRED BY VARIOUS CITY DEPARTMENTS

Attached please find Ordinance No. 2012.38 approved by the City Council on October 23, 2012. Requested action is adoption of this Ordinance.

C: City Manager
City Attorney

ORDINANCE 2012 - _____

An Ordinance amending Article VIII of Chapter 17 of the City of Jackson Code of Ordinances to protect the health, safety and welfare of the Citizens of the City of Jackson by defining what constitutes a nuisance per se and allowing for recovery of reasonable costs for enforcement incurred by various City departments.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to specifically define what constitutes a nuisance per se under Article VIII of Chapter 17 and to allow for the recovery of reasonable costs for enforcement of this Article by the police department, fire department, building inspection department, city attorney's office and other departments of the City of Jackson.

Section 2. That Section 17-162 through Section 17-175 of Article VIII of Chapter 17 of the City of Jackson, Michigan Code of Ordinances, be amended to read as follows:

ARTICLE VIII. ABATEMENT OF PUBLIC NUISANCES/DRUG HOUSES/
UNSAFE DWELLINGS

Sec. 17-162. Definitions.

For purposes of this article, the following definitions shall apply:

Controlled substance means a drug, substance or immediate precursor as defined by the Michigan Controlled Substances Act (MCL 333.7101 *et seq.*, as amended).

Drug paraphernalia means any equipment, project or material of any kind or nature whatsoever which is used, intended for use or designed for use in planting, propagating, cultivating, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance as defined by the Controlled Substance Act (MCL 333.7101 *et seq.*, as amended).

Multiple dwelling, when used in this article, means a building designed for or occupied by at least three (3) or more families living independently of each other with separate housekeeping and cooking facilities for each.

Owner means the person, firm, company, association, society, corporation, partnership, or group, including its officers and employees, shown by the city assessor's office as the owner of record of the property against which proceedings are instituted under this article.

Prostitution means the act of engaging in promiscuous sexual relations for payment or other valuable consideration.

Public nuisance means whatever annoys, injures or endangers the safety, health, comfort or repose of the public; offends public decency; interferes with, obstructs or renders dangerous any street, highway, navigable lake or stream; or in any way renders the public insecure in life or property. Public nuisance shall also include, but not be limited to, whatever is forbidden by any provision of this Article. In addition, the existence of any of the following conditions shall constitute a nuisance per se:

- (a) Using or maintaining any real property in a manner where there exist an aggregate of ten (10) of any of the following conditions within the last twelve (12) consecutive calendar month period. (In cases of multiple dwellings, the number shall be five (5) violations and/or responses per individual unit or an aggregate of twenty (20) violations and/or responses for the entire complex, whichever is less):
 - (1) The occurrence of an inspection by which unremediated violations of the City of Jackson Housing Maintenance Code were found to be present;
 - (2) The occurrence of an inspection by which unremediated violations of the City of Jackson Fire Prevention Code were found to be present;
 - (3) The occurrence of police responses to the property or police responses relating to conduct that occurred upon the property; or
 - (4) Failure to pay property taxes upon the property for at least one full year.
- (b) Using or maintaining any real property in a manner where there exists any of the following conditions within the last twelve (12) consecutive calendar month period:
 - (1) The occurrence of at least two (2) arrests upon the property or arrests resulting from alleged illegal conduct upon the property on different days for different incidents by a law enforcement agency involving the illegal sale or possession of controlled substances; or
 - (2) The occurrence of at least two (2) arrests upon the property or arrests resulting from alleged illegal conduct upon the property on different days for different incidents by a law enforcement agency involving unlawful gambling or prostitution; or
 - (3) The occurrence of at least two (2) incidents of unlawful discharge or unlawful use of a firearm upon the property on different days for different incidents by a law enforcement agency involving unlawful discharge or unlawful use of a firearm.

Real property or *property* in this subsection means any structure, house, building, yard, garage, or any part thereof.

Unlawful gambling means to unlawfully bet money or any other thing of value on an uncertain outcome or contingency.

Unlawful gambling enterprise means two (2) or more persons engaged in the promotion, management or establishment of unlawful gambling.

Sec. 17-163. City Council findings regarding public nuisance.

The City Council hereby makes a legislative finding that whenever the repeated unlawful use, sale, furnishing or possession of any controlled substance or drug paraphernalia, or the repeated occurrence of unlawful gambling enterprises occurs in or upon any real property, increased criminal activity occurs in the neighborhood surrounding the property.

The use or maintenance, or the sufferance of any use or maintenance of real property by its owner in any manner inconsistent with this chapter is hereby declared to be a public nuisance which may be abated by the Jackson County Circuit Court or other court of competent jurisdiction.

Sec. 17-164. Order to abate.

- (a) Order to abate. Whenever an owner of any real property permits, maintains, or allows the real property to become a public nuisance as defined herein, the city manager, or his designated representative, may, on behalf of the City, cause to be served by personal service or by registered or certified mail upon such owner a declaration of nuisance and order to abate which shall contain the following:
 - (1) A statement of the conditions which constitute the public nuisance;
 - (2) A statement of what action by the owner is necessary to abate the conditions described in subsection (1);
 - (3) The grant of a reasonable period, not to exceed sixty (60) days from the date of the declaration and order, for abatement to be completed or substantially completed; and
 - (4) The admonition to the owner that if abatement is not completed, the city manager, or his designated representative, shall forthwith institute legal proceedings to cause same to occur.
- (b) Proceedings to abate. Upon the failure of the owner to comply with an order to abate issued pursuant to subsection (a), the city manager, or the manager's designated representative, is hereby authorized to institute, on behalf of the city, any legal proceedings in the Jackson County Circuit Court, or other court of competent jurisdiction, necessary to enforce compliance with any order of abatement issued under this chapter.
- (c) Order to abate. In the event legal proceedings are initiated and a court finds that the order to abate issued under Section 17-164(a) is appropriate and that the owner has failed to comply with same, the court is hereby authorized to enter any order it deems necessary requiring compliance by the owner with same. The court may order the premises padlocked for up to one (1) year should it find the premises is the location of repeated illegal drug sales.
- (d) Noncompliance with court order/remedy. If abatement is not completed within the time limit specified by the court for compliance, the city manager or his designee is hereby

authorized to institute any additional proceedings or court filings needed to ensure compliance with the court's order.

Sec. 17-165. Presumption/requirements for finding of nuisance.

A property shall be rebuttably presumed to be a public nuisance abatable by a court under the provisions of this chapter upon a showing by the city by a preponderance of evidence of all of the following:

- (a) That the real property is located within the city;
- (b) That the defendant is owner of the real property;
- (c) That the real property meets the definition of a public nuisance as defined in Section 17-162 of this chapter;
- (d) That the notice provisions of Section 17-164 of this chapter have been complied with; and
- (e) That the owner has failed to abate the nuisance.

Sec. 17-166. Remedies.

The court, upon a finding that any real property is a public nuisance, is hereby expressly authorized to issue any and all orders deemed necessary by the court to expeditiously abate the public nuisance up to and including demolition of the property.

Sec. 17-167. Cost recovery.

In the event the City prevails in an action hereunder, the court is hereby authorized to order the award of any and all costs of attempted enforcement prior to the initiation of proceedings in circuit court by the police department, fire department, building inspection department or other department of the City, plus the costs of litigation and abatement including, but not limited to, reasonable attorney fees.

Sec. 17-168. Construction/severability.

In the event any section or subsection of this ordinance is found to be unconstitutional by a court, the remainder of the article shall be deemed severable and is to remain in full force and effect.

Sec. 17-169 Repeal of conflicting provisions.

All ordinances and parts of ordinances conflicting with the provisions of this article are hereby repealed, however only to the extent necessary to give this article full force and effect.

Secs. 17-170 – 17-175. Reserved.

Section 3. Effective Date.

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



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
November 13, 2012

DATE: November 5, 2012

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Lynn Fessel, City Clerk 

SUBJECT: Final Adoption of Ordinance No. 2012.39

ORDINANCE NO. 2012.39 AMENDING CHAPTER 12, CITY CODE, TO REGULATE THE COLLECTION OF REFUSE AND TO REGULATE THE VEHICLES USED IN THE COLLECTION OR REFUSE FOR THE PURPOSE OF PROTECTING THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF JACKSON

Attached please find Ordinance No. 2012.39 approved by the City Council on October 23, 2012. Requested action is adoption of this Ordinance.

C: City Manager
City Attorney

ORDINANCE 2012 - _____

An Ordinance amending Chapter 12 of the City of Jackson Code of Ordinances to regulate the collection of refuse and to regulate the vehicles used in the collection of refuse for the purpose of protecting the health, safety and welfare of the Citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to regulate the collection of refuse, and to regulate the condition of the vehicles used in the collection of refuse.

Section 2. That Chapter 12 of the City of Jackson, Michigan Code of Ordinances be amended to read as follows:

Chapter 12. REFUSE.

Sec. 12-1. Definitions.

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

Dwelling unit means a unit of housing sufficient to independently accommodate the needs of one (1) family unit.

Occupant means any tenant, person, business, partnership, corporation or other entity having the right to actual use, possession or control of property.

Owner means any person, business, partnership, corporation or other entity shown to be responsible by the assessor's records for the payment of property taxes or having any type of title interest in property whether recorded or unrecorded.

Refuse means garbage, rubbish, trash, debris, junk, ashes, incinerator ash or residue, street cleaning debris, industrial sludge, solid commercial and industrial waste, animal waste, inoperable household appliances, or broken or damaged stuffed furniture, but does not include human body waste, liquid or other waste regulated by statute, or ferrous or nonferrous scrap processed by a commercial scrap metal processor or a commercial reuser of ferrous or nonferrous products.

Refuse bin means a receptacle of metal construction having an internal volume of one (1) cubic yard or more used or intended for use as a refuse container.

Sec. 12-2. Prohibited acts.

- (a) It shall be unlawful for any person to:
- (1) Deposit, place or allow refuse to remain within or upon any property the person owns or occupies unless that refuse is placed in a refuse receptacle in conformance with the provisions of section 12-3.
 - (2) Fail to provide for removal of refuse from any property the person owns or occupies frequently enough to prevent danger to the public health.
 - (3) Use or distribute for use any refuse receptacle, or other bin, not in conformance with section 12-3.
 - (4) Deposit, place, or store refuse on any porches, including open, unenclosed porches and closed porches.
 - (5) Deposit, place, or store a refuse receptacle or bin on the curbside, in the driveway, in a public right-of-way, or in the public view in the front yard.
 - (6) Fail to remove any bulk item from the curbside, from in the driveway, from in a public right of way, or in the public view of the front yard.
- (b) It is unlawful for any person or business to:
- (1) Encourage or require by any means that customers place a refuse receptacle or bin on the curbside for pickup.
 - (2) Leave a refuse receptacle or bin after refuse collection on the curbside, in the driveway, in the public right-of-way, or in the public view in the public right-of-way.
- (c) This provision creates a rebuttable presumption that personnel in the employ of the hauler placed a refuse receptacle or storage bin on the curbside, in the driveway, in the public right-of-way, or in the public view in the front yard when that receptacle or bin is found empty in those areas on the day the hauler is collecting in the area.

Sec. 12-3. Refuse receptacles/bins/recycling bins.

- (a) All receptacles used or intended for use as refuse containers or recycling bins shall:
- (1) Be of sufficient internal volume to contain refuse or recyclables generated by the owner or occupant of property;
 - (2) Be equipped to stay tightly covered (refuse receptacles and bins only);
 - (3) Be made of a material other than wood; and

- (4) Be kept in good repair.
- (b) Refuse bins shall be constructed so as to not tip over when either of the following forces shall be applied:
 - (1) A horizontal force of seventy (70) pounds applied at a point and in a direction most likely to cause tipping; or
 - (2) A vertical force of one hundred ninety-one (191) pounds separately applied at a point most likely to cause tipping.
- (c) Refuse receptacles or bins not in conformance with this section may be condemned by the building code enforcement officer and shall not thereafter be used as a depository of refuse until put in proper condition.
- (d) If a refuse bin is provided by a licensee under this chapter for use by another person, it shall identify the licensee with legible lettering stating its business name, address, and telephone number.
- (e) Refuse receptacles and recycling bins, if used, shall be placed where easily accessible to the refuse or recycling collector, but shall not be placed where clearly visible from any public street.
- (f) Every occupied dwelling unit of every multiple dwelling shall be provided with either a separate refuse receptacle of a size adequate to accommodate the refuse generated during a one-week period by each of the dwelling units therefor, or convenient access to a refuse bin having a volume of sufficient capacity to contain the refuse generated during a one-week period by all of the occupied dwelling units within the multiple dwelling.

Sec. 12-4. License required for the business of refuse collection.

No person shall engage in the business of taking or carrying away and disposing of refuse without possessing a valid refuse collection vehicle license and/or refuse collection service license issued by the city.

Sec. 12.4.1 City clerk designated to issue license.

The city clerk is designated and authorized to issue, suspend and revoke licenses for persons, corporations or firms to carry out the business of refuse collection.

12.4.2 Fees – establishment by resolution of city council.

The city council shall establish by resolution the license fees and inspection fees required under this Chapter and Chapter 16 for refuse collection vehicles and refuse collection services.

Sec. 12-5. Refuse collection vehicle license.

- (a) A refuse collection vehicle license shall be governed by this Chapter and Chapter 16 of this Code.
- (b) A separate refuse collection vehicle license shall be required for each individual refuse collection vehicle. A license is not transferable to a separate refuse collection vehicle.
- (c) Application for such license may be made at the office of the city clerk by providing such information as the clerk may require, including satisfactory proof of the following:
 - (1) Availability, and actual use in the business, of a place and manner of disposal of refuse which complies with applicable statutes and regulations;
 - (2) A certificate of compliance issued by the City of Jackson per Section 12.6.1 for the vehicle being licensed;
 - (3) Availability of private off-street parking facilities for the refuse collection vehicles used or to be used in the business, which facilities allow parking of such vehicles in conformance with city zoning and traffic ordinances;
 - (4) Licensing as required by the state of the refuse collection vehicles used or to be used in the business; and
 - (5) Applicant's ability to fully comply with provisions of this chapter.
- (d) Upon providing the information required and paying the fees required, the applicant shall be issued a refuse collection vehicle license.

Sec. 12.5.1 Refuse collection service license.

- (a) If a refuse collection service has two (2) or more refuse collection vehicles licensed, then the refuse collection service must also obtain a refuse collection service license.
- (b) A refuse collection service license shall be governed by this Chapter and Chapter 16 of this Code.
- (c) Application for such license may be made at the office of the city clerk by providing such information as the clerk may require, including satisfactory proof of the following:
 - (1) Availability, and actual use in the business, of a place and manner of disposal of refuse which complies with applicable statutes and regulations.
 - (2) A refuse collection vehicle license issued by the City of Jackson for each vehicle used or to be used for refuse collection.

- (3) Availability of private off-street parking facilities for all refuse collection vehicles used or to be used in the business, which facilities allow parking of such vehicles in conformance with city zoning and traffic ordinances.
 - (4) Licensing as required by the state of all of the refuse collection vehicles used or to be used in the business.
 - (5) Applicant's ability to fully comply with provisions of this Chapter.
- (d) Upon providing the information required and paying the fees required, the applicant shall be issued a refuse collection service license.

Sec. 12-6. Minimum standards of performance.

To satisfy the minimum requirements of this chapter, a licensee must:

- (a) Make refuse collections at least twice during each week at single-family residences receiving regular refuse collection service; provided, however, that a licensee may offer service under this section on a once-a-week basis if it demonstrates to the city clerk at the beginning of each license year that a recycling program, featuring back door residential pickup at least once a month, is generally available on a continuing basis to its single family residential customers;
- (b) Make refuse collections at least once each week at multifamily residences receiving regular refuse service;
- (c) Have available sufficient licensed vehicles and personnel to provide the level of service required by this section;
- (d) Perform all refuse and recyclable collection service in a careful, courteous and sanitary manner;
- (e) Provide clearly legible identification of its refuse-transporting vehicles by lettering on both sides of the vehicle body. Such lettering shall be clearly legible, a minimum of three (3) inches in height, of a color in contrast to that of the vehicle, and shall state the business name of the licensee, the business address and telephone number;
- (f) Perform no refuse collection service in the city before 6:00 a.m. on any day;
- (g) Dispose of all odorous refuse within twenty-four (24) hours and non-odorous refuse within seventy-two (72) hours of collection; and

- (h) Affix to the upper passenger side window of the refuse collection vehicle a sticker provided by the city clerk that evidences that a license has been issued for the collection of refuse for the vehicle.

Sec. 12.6.1 Vehicles used in the collection of refuse.

- (a) A vehicle used in the collection of refuse must be designed to prevent the accidental discharge of its contents and be equipped with a strongly built, watertight body, free from holes or openings in the bottom and sides so as to prevent the scattering or leaking of any material.
- (b) A vehicle not equipped with a watertight, enclosed body must be provided with strong, watertight metal container(s) for storage of refuse on the vehicles while refuse is collected and transported. Containers must be equipped with tight-fitting metal covers and the containers must be covered at all times; provided that one container may remain uncovered during its filling in the course of collection, and in large commercial collections where it is impractical to use metal covers, a clean canvas cover may be used.
- (c) All vehicles and equipment actively engaged in the collection and removal of refuse must be thoroughly washed and cleaned on a regular basis so as not to cause a nuisance, to be free from disagreeable odor, and so as not to attract vermin. Washing of such vehicles may not be done in any residential area and must be done at an approved vehicle washing facility.
- (d) Refuse must be kept covered in the course of collection and removal in such a manner as to confine odors, to prevent the attraction of insects, and to prevent the littering of the streets.
- (e) During the process of collecting refuse, a vehicle shall not be parked in a residential area longer than necessary to collect refuse.
- (f) Only one vehicle used for the collection of refuse may be parked in a residential area at any time provided the vehicle is washed and cleaned so as to be free from disagreeable odor and so as not to attract vermin.
- (g) No vehicle used in the collection of refuse may be parked overnight on residentially zoned property with refuse in the vehicle.
- (h) A vehicle used for the collection of refuse shall not be parked, stored or established at any location so as to cause a hazard to health at any location or so as not to cause a nuisance.
- (i) Every vehicle used for the collection of refuse must be inspected annually by the City of Jackson to ensure that the vehicle meets the requirements of this Chapter. A certificate of

compliance must be presented to the city clerk upon issuance or renewal of a refuse collection vehicle license.

- (j) A valid certificate of compliance must be kept in every refuse collection vehicle.
- (k) Any vehicle that has been issued a Notice of Violation alleging a violation of this Chapter must be re-inspected by the City of Jackson to ensure that the vehicle meets the requirements of this Chapter. Following the re-inspection, a new certificate of compliance must be presented to the city clerk within thirty (30) days from the date that the Notice of Violation was served on the licensee of the vehicle. Any vehicle for which the licensee of the vehicle was issued a Notice of Violation alleging a violation of this Chapter shall be prohibited from being used for the collection and removal of refuse until a new certificate of compliance is presented to the city clerk.

Sec. 12.6.2 Seizure and impoundment of vehicles.

When any police officer or the chief building official (or designee) issues a Notice of Violation of this Chapter to a person, such officer or building official may impound the vehicle and cause the same to be removed to a place or places to be designated by the chief of police. Such seizure and impounding shall be subject to all applicable statutory provisions contained in the Michigan Vehicle Code, Public Act 300 of 1948, MCL 257.252a *et. seq.*, as amended, including the provisions relating to the removal and impounding fees therein provided for, redemption by the owner or operator of such vehicle upon payment of removal and impounding fees and the settlement of the violation involved, notice thereof to the registered owner of such vehicle, and foreclosure of the lien for such removal and impounding fees upon failure to redeem or repossess in accordance with all applicable statutory provisions.

Sec. 12-7. City landfills.

The city council is hereby authorized to acquire by gift, purchase or condemnation suitable lands for the establishment of places where refuse may be lawfully deposited or placed, and in lieu of acquisition of title to lands for such purpose, may procure from the owner thereof a license, permit, lease or other agreement entitling a person licensed under the terms of this chapter and any other persons to dump or deposit such materials on such lands. Premises thus selected shall be so selected as to best effect the filling in and reclamation of low or submarginal lands. Such operations shall be conducted under the direction of the city manager and shall be operated by the sanitary landfill method, consisting of the immediate covering of the materials placed or deposited with earth or other nonnoxious materials to a sufficient depth as to render such covering impermeable to fumes or odors. No licensee or person shall place or deposit garbage, refuse, rubbish, ashes, glass, cans or other containers or any noxious substance save within the confines of the sanitary landfill as thus established, nor shall he place or deposit the same at any other times than Monday through Saturday between the hours of 8:00 a.m. and 4:30 p.m., or as hereafter fixed by resolution of the city council. It shall be the duty of the city manager to erect

suitable and legible signs at the entrance or entrances to such landfills, which signs shall clearly indicate the times during which dumping shall be permitted and shall also set forth the penalty accruing for violations of this chapter. The city manager shall also provide suitable gates, fences or barricades at the entrance or entrances to such landfills which gates, fences, or barricades shall be securely closed during all times when dumping is prohibited, as above set forth.

Sec. 12-8. Landfill management.

During all times when the landfill is in operation, a representative designated by the city manager shall be in charge thereof. Such representative shall be furnished appropriate credentials, and it shall be his duty and authority to designate the place where persons using the landfill shall place or deposit the materials brought thereto by them. Any neglect or refusal upon the part of any person to abide by the direction of such representative shall be considered a violation of this chapter. The city council may by resolution establish a system of fees and charges for the use of such landfill and to such end may classify the same on the basis of the user's residence or nonresidence within the city, and upon the basis of private or commercial use thereof.

Sec. 12-9. Notification and enforcement.

When violations of this Chapter are observed by the chief building official (or designee) or a police officer, the officer or building official shall:

- (a) Mail a notice of violation via first-class mail to the owner and occupant of the property.
- (b) The notice of violation shall contain:
 - (1) The date and time the inspection at the property occurred.
 - (2) The name and title of the inspector.
 - (3) A recital of the conditions found on the premises during the inspection.
 - (4) A recital of the acts or omissions which, in the opinion of the inspector, constitute a violation of this chapter.
 - (5) Specific references to the sections of this chapter the building official or police officer feels have been violated.
 - (6) Notice that if the conditions are not remedied within seven (7) calendar days from the date of the inspection, that abatement of the conditions will be done by the city with the cost of same to be billed to the owner or occupant or both.
 - (7) Notice that appearance tickets and/or warrants may be issued against the owner or occupant or both for the above-referenced violations.

- (c) Removal by the city. In the event noncompliance continues beyond the time allowed for compliance in the notice of violation, the building official or police officer may eliminate same by causing the refuse, violative receptacle, or violative bin, or all three (3), to be removed by the city department of public works.
- (d) When removal of refuse occurs pursuant to subsection (3) above, the owner and/or occupant of the property where the violation occurred shall be invoiced by the city for all related costs.

Sec. 12-10. Collection.

If the owner or occupant fails to pay an invoice directed to him under section 12-9 within thirty (30) days, the city may cause the costs reflected by the invoice to be assessed against the property as a special assessment, or may bring suit against the owner or occupant to recover such costs.

Sec. 12-11. Cleanliness of vacated premises.

All persons, including representatives of firms or corporations, vacating any dwelling, storeroom, apartment or other building and grounds within the city shall remove or cause to be removed from such buildings and grounds, including outbuildings appurtenant thereto, all ashes, garbage, dirt, paper, bottles, glass, cans, refuse and rubbish of every kind and nature whatsoever within forty-eight (48) hours after vacating or removing from such premises.

Sec. 12-12. Penalties.

Violators of this chapter shall, upon adjudication, be punished pursuant to Chapter 2.5 of this Code. Each day that a violation continues to exist shall constitute a separate offense.

Sec. 12-13. Disclaimer of liability.

The City shall not be liable to any person or entity by reason of the inspections required by this Chapter or the by the issuance of a certificate of compliance, a refuse collection vehicle license or a refuse collection service license. A certificate of compliance or license is not a warranty or guarantee that there are no defects in the refuse collection vehicle. The inspection of the vehicle for purposes of this Chapter is limited to a visual inspection of the refuse container only. The City does not guarantee or approve, and shall not be held liable for, defects not noted in any inspection report or for any latent or mechanical defects to any refuse collection vehicle.

Sec. 12-14. Effective date.

Any licensee who is validly licensed as a garbage and rubbish/refuse hauler at the time this ordinance becomes effective shall not be required to comply with the amended requirements of this Chapter until May 1, 2013. Any person or firm applying for a refuse hauler license who did

not possess a valid garbage and rubbish/refuse hauler license as of the effective date of this ordinance must comply with all of the provisions of Chapter 12 as amended.

Sec. 12-15. Severability.

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Chapter.

Sec. 12-16. Inconsistent provisions repealed.

Ordinances or parts of ordinances in conflict with the provisions of this Chapter are hereby repealed.

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

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

CITY ATTORNEY

CITY COUNCIL MEETING

November 13, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

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

DATE: November 1, 2012

SUBJECT: Refuse Collection Fees Resolution

RECOMMENDATION: To pass the Fee Resolution for Refuse Collection Fees.

Attached please find a proposed Resolution that establishes fees for the revised Refuse Collection Ordinance that is also on the City Council agenda. The fees under the current garbage and rubbish ordinance are set out in Chapter 16 by ordinance. Establishing fees by resolution will give greater flexibility in the establishment of these fees if the costs for licensing increase.

The requisite action is to approve a Resolution establishing fees for the new license classifications in the proposed Chapter 12 Refuse Collection Ordinance.

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

cc w/att: Patrick Burtch, City Manager
Julius A. Giglio, City Attorney

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson has experienced an increase in the costs associated with the licensing of businesses, trades, and occupations; and

WHEREAS, the City of Jackson wishes to establish fees for certain licenses by Resolution rather than by Ordinance to allow for flexibility in the establishment of license fees; and

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson establishes the following fees for licenses as prescribed in the following entries of this resolution:

- A. The license fee for a refuse collection vehicle license shall be Seventy (\$70.00) Dollars per vehicle which shall include the yearly inspection of the vehicle as required in Chapter 12 of the City of Jackson Code of Ordinances.
- B. The license fee for a refuse collection service license shall be Forty (\$40.00) Dollars.
- C. The fee for a re-inspection of a refuse collection vehicle shall be Thirty (\$30.00) Dollars.
- D. There shall be a twenty-five (25%) percent late fee for the first fifteen (15) days that a refuse collection vehicle license fee or refuse collection service license fee remains unpaid, and thereafter the late fee will be fifty (50%) percent of the license fee.

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 of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the ____ day of November, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal of the City of Jackson, Michigan on this ____ day of _____, 2012.

Lynn Fessel
City Clerk



Police Department

216 E. Washington Avenue - Jackson, MI 49201
Telephone: (517) 788-4100 — Facsimile: (517) 788-4129

CITY COUNCIL MEETING
November 13, 2012

TO: Honorable Mayor and City Councilmembers
FROM: Matthew R. Heins
Chief of Police
SUBJECT: Selective Traffic Enforcement Program

Recommendation:

A. To adopt a resolution amending the 2012-2013 Budget to reflect receipt of the Selective Traffic Enforcement Program (STEP) grant in the amount of \$10,000.

The Jackson Police Department's 2012/2013 STEP grant funding request of \$10,000 has been approved by the Jackson Traffic Safety Commission. This grant provides overtime funding to conduct traffic enforcement in and around identified high accident intersections and areas during peak accident times. This model of enforcement has been extremely successful in reducing traffic crashes.

The Police Department is now requesting the City Council adopt the attached resolution amending the 2012/2013 fiscal year budget. The grant match of \$1,765, was approved in the current fiscal year budget in anticipation of this grant award.

RESOLUTION

WHEREAS, the City Council desires to amend the 2012/2013 budget in order to provide for a continuation of the Selective Traffic Enforcement Program (STEP) through the Jackson Traffic Safety Program.

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

General Fund

	<u>Decrease</u>	<u>Increase</u>
REVENUES:		
101-308-213-545.000 STEP - County		<u>10,000</u>
EXPENDITURES:		
101-299-956-001.000 Contingency	1,765	
101-308-213-709.000 Overtime		11,484
101-308-213-715.000 FICA		166
101-308-213-724.001 Workers' Compensation		115
	<u>1,765</u>	<u>11,765</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 November 13, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, on this 14th day of November 2012.

City Clerk



CITY COUNCIL MEETING
November 13, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Matthew R. Heins
Chief of Police

SUBJECT: Byrne Justice Assistance Grant (JAG) Purchase

Recommendation:

To waive the sealed bid process for the purchase of the Sig Sauer handguns and Safariland holsters funded by the Byrne Justice Assistance Grant.

On October 9, 2012 the Council approved the Budget Resolution establishing the Byrne JAG fund in the amount of \$26,800. The Police Department has obtained quotes to purchase the holsters, and the handguns awarded through this grant, in addition to trade in prices for our old weapons.

We were able to obtain quotes from the weapon manufacturer Sig Sauer, and from Michigan Police Equipment for the handguns. CMP Distributors, another police equipment supplier, was unable to provide a quote as they are not an authorized law enforcement Sig Sauer dealer.

Sig Sauer's trade-in allowance of \$44,700 brought the 82 handgun purchase price of \$52,890, down to \$8,190. Michigan Police Equipment's trade in allowance of \$28,180 brought the total purchase price of \$53,340 for the handguns, from them down to \$25,160. The lowest quote for the Safariland holsters came from Galls at \$10,300. The total cost of the handgun and holster purchase is \$18,490. These weapons are for 67 sworn and reserve officers, and includes spares for stock in the event an officers weapon is taken out of service due to malfunction.

The remainder of the grant funds will be used to purchase Dragon NaturallySpeaking software for officer Field Reporting.

In order to facilitate these purchases we are asking Council to waive the sealed bid process for these items.

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



CITY ATTORNEY

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CITY COUNCIL MEETING

November 13, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio 

SUBJECT: Consumers Energy Historical Light Mural Resolution

DATE: October 31, 2012

REQUESTED ACTION: To approve the Resolution to preserve the Consumers Energy Light Mural.

Attached for your consideration is a Resolution to preserve and protect a glass light mural presently located in the lower level of the old Consumers Energy building at 212 W. Michigan Avenue, Jackson, Michigan. The light mural was constructed in 1969 and depicts the history of electrical power.

The City Manager requested that such a resolution be placed before the City Council for its consideration.

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

JAG/dn

Enc.

cc w/enc: Patrick Burtch, City Manager

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson is concerned about the long-term preservation of a historical glass mural, erected in 1969 and designed by Ken Toney of Scottsdale, AZ, depicting the history of electrical power; and

WHEREAS, the City of Jackson is the birthplace of the Consumers Energy founding institution, Jackson Electric Light Works, which provides families and businesses throughout the State of Michigan with safe and reliable energy sources; and

WHEREAS, the City of Jackson desires to ensure that the 9 by 28 foot glass mural, which is illuminated by 800 flashing lights, is preserved and protected.

NOW, THEREFORE BE IT RESOLVED that the Jackson City Council hereby supports the preservation of the Consumers Energy historical light mural.

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 _____, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal of the City of Jackson, Michigan on this ____ day of _____, 2012.

Lynn Fessel



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 November 13, 2012

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Resolution for Approval of Contract with MDOT for Signal Adjustment Work

RECOMMENDATION: Approval of a contract with the Michigan Department of Transportation (MDOT) for railroad signal adjustment work to accommodate two-way traffic at the at-grade crossings of the tracks of the Norfolk Southern Railway, with Blackstone Street and Steward Avenue, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.

Attached is a resolution to enter into a contract with the Michigan Department of Transportation for railroad signal adjustment work to accommodate two-way traffic at the at-grade crossings of the tracks of the Norfolk Southern Railway, with Blackstone Street and Steward Avenue.

The work for this project will be performed by Norfolk Southern Railway.

The total construction cost of this project is estimated at \$166,472.00. Federal funding will cover up to the lesser of: (1) \$80,000, or (2) 81.85% of the normal Federal participation ratio for such funds. The City portion of the project will be paid from Major Street Funds. The breakdown is as follows:

Federal Funding:	\$ 80,000.00
Major Street Funds:	\$ 86,472.00
Total:	\$166,472.00

I am requesting the attached resolution to enter into the contract with the MDOT be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

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

JHD:sms

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

RESOLUTION

BY CITY COUNCIL:

WHEREAS, railroad signals must be modified to accommodate the change to two-way traffic on Blackstone Street and Steward Avenue; and

WHEREAS, the City has received Federal Funding for \$80,000 or an amount such that 81.85%, the normal Federal participation ratio for such funds, whichever is less, for this project; and

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

WHEREAS, the estimate for the work is \$166,742.00, with the Federal share being \$80,000.00 and the City share being \$86,472.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the signal work; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract with the Michigan Department of Transportation for signal adjustment work to accommodate two-way traffic at the at-grade crossings of the tracks of the Norfolk Southern Railway, with Blackstone Street and Steward Avenue and altogether with necessary related work; and

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

* * * *

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

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 13th day of November, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of November, 2012.

Lynn Fessel, City Clerk

STP
TYPE E MODIFIED PART II

DA
Control Section STUL 38409
Job Number 117091
Project STP 1238(032)
Federal Item No. HH 8293
Crossing 545-289-X; 545-290-S
CFDA No. 20.205 (Highway Research
Planning & Construction)
Contract No. 12-5543

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Jackson, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 9, 2012, attached hereto and made a part hereof:

Signal adjustment work to accommodate two-way traffic at the at-grade crossings of the tracks of the Norfolk and Western Railway, hereinafter referred to as the "RAILROAD", with Blackstone Street (National Inventory #545-289-X) and with Steward Avenue (National Inventory #545-290-S); and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

09/06/90 RRFAONLY.FOR 10/09/12

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

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

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

The PROJECT work will be performed by the RAILROAD pursuant to the contract #94-1053 dated April 24, 1995, by and between the DEPARTMENT and the RAILROAD, hereinafter referred to as "ADDENDUM A" and attached hereto. The REQUESTING PARTY does hereby acknowledge its acceptance of the terms of ADDENDUM A with respect to this PROJECT.

The parties agree that programming and/or authorization of the construction of the PROJECT for Federal funding does not void or compromise in any way the statutory obligations which may be imposed by safety orders issued under the authority of 1909 PA 283, 1921 PA 270, 1873 PA 198, and/or 1993 PA 354, or may be imposed under 1993 PA 354.

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

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

All costs incurred by the REQUESTING PARTY for work performed in connection with this PROJECT are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT. Such administration shall be done in accordance with PART II, Section II of this contract and the following:

- A. Eligibility for reimbursement with Federal Funds requires prior authorization and the DEPARTMENT, by written authorization, will directly authorize the RAILROAD to commence performance of the PROJECT work.

- B. It is understood that the RAILROAD, as a part of the PROJECT, will perform the construction engineering and inspection services necessary for the PROJECT.

4. The REQUESTING PARTY, by execution of this contract, certifies that, at no cost to the PROJECT or the DEPARTMENT, it will:

- A. Appoint a project engineer/manager who shall be in responsible charge of the PROJECT to the extent necessary to meet Federal and state requirements, as determined by the DEPARTMENT.
- B. Prepare, as may be necessary, plans of the approaches and grade crossing required for the construction of the PROJECT.
- C. Place and maintain advance warning signs and pavement markings in full accord with the Michigan Manual of Uniform Traffic Control Devices and the provisions of 1993 PA 354 and that it will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- D. Perform, as may be necessary, in conjunction with the highway-railroad crossing improvement, all approach work so as to provide a smooth-riding crossing.
- E. Maintain the approaches and those portions of the PROJECT under the REQUESTING PARTY'S jurisdiction pursuant to the provisions of MCL 691.1402, 1993 PA 354, and the requirements of the FHWA.

5. It is understood that the RAILROAD, at its sole expense, pursuant to ADDENDUM A, will own, operate, and maintain the railroad facilities for the PROJECT unless otherwise provided between the REQUESTING PARTY and RAILROAD.

6. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$80,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time the work authorization is issued by the DEPARTMENT to the RAILROAD. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY.

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

09/06/90 RRFAONLY.FOR 10/09/12

7. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

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

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

8. The parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

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

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

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

10. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

09/06/90 RRFAONLY.FOR 10/09/12

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

12. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the RAILROAD, vendors or suppliers as a result of the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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

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

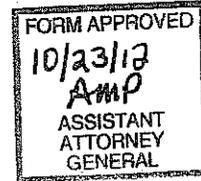
CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

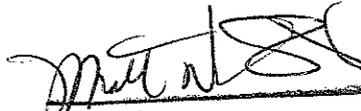
By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:



Administrator
Real Estate

10/24/12

Date

October 9, 2012

EXHIBIT I

Control Section	STP 38409
Job Number	117091
Project	STP 1238(032)

ESTIMATED COST

RAILROAD IMPROVEMENT WORK (By RAILROAD)

Estimated Cost	\$166,472
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$166,472
Less Federal Funds*	<u>\$ 80,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 86,472

*Federal Funds for the PROJECT are limited to an amount as described in Section 6.

NO DEPOSIT

ADDENDUM A

Contract #94-1053

MICHIGAN DEPARTMENT OF TRANSPORTATION

and

NORFOLK AND WESTERN RAILWAY COMPANY

MASTER AGREEMENT

for

HIGHWAY-RAILROAD GRADE CROSSING IMPROVEMENTS ON
PUBLIC HIGHWAYS

THIS MASTER AGREEMENT, made and entered into this day of ~~APR 24 1995~~ between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Norfolk and Western Railway Company, a Virginia Corporation, admitted to do business under the laws of the State of Michigan, hereinafter referred to as the "RAILROAD".

WITNESSETH:

WHEREAS, the RAILROAD owns and operates railroad lines within the State of Michigan that cross various public highways at grade; and

WHEREAS, the public highways herein referred to include state trunkline highways under the jurisdiction of the DEPARTMENT and public highways and roadways under the jurisdiction of various counties, and incorporated cities and villages which are hereinafter referred to individually as the "ROAD AUTHORITY"; and

WHEREAS, the parties hereto anticipate that they and the appropriate ROAD AUTHORITY, in the interest of public safety and convenience, will desire to improve, install, modify, relocate, or retire active highway-railroad traffic control devices, and make additional improvements as may be eligible and necessary, at such highway-railroad grade crossings of the RAILROAD with public highways as shall be agreed to from time to time by the parties hereto and appropriate ROAD AUTHORITY, which improvements are hereinafter referred to individually as PROJECTS; and

WHEREAS, PROJECTS for improvements to crossings of highways or roadways which are not under the jurisdiction of the DEPARTMENT will require advance written approval by

the ROAD AUTHORITY which shall be obtained by the DEPARTMENT, and which in each instance shall include but not be limited to, acceptance of the terms of this agreement, commitment to provide such project engineering, traffic control and roadway work as is mutually determined to be required and financial participation in the overall PROJECT cost where such is required; and

WHEREAS, it is recognized that a highway grade crossing may be subject to an order issued under the provisions of Public Act 354 of 1993, cited as "the Railroad Code of 1993"; and

WHEREAS, Title 23, United States Code, as amended, provides federal funding by the Federal Highway Administration, hereinafter referred to as "FHWA" for the type of improvements contemplated herein and the State of Michigan, Act 51 of the Public Acts of 1951, as amended by Public Act 294 of 1993 provides for an annual appropriation to the state trunkline fund for subsequent deposit in the State Rail Grade Crossing Account for the type of improvements contemplated herein for all public highways; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the accomplishment of such desired PROJECTS, using the aforesaid funds or other comparable federal and state program funds, and desire to set forth their understanding in the form of a written MASTER AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the performance of the mutual undertakings of the parties hereto, it is agreed as follows:

1. The DEPARTMENT, in cooperation with the RAILROAD and ROAD AUTHORITY, will select and determine the scope of each PROJECT to be undertaken pursuant to this agreement and will select the type of funding to be utilized.

2. All PROJECTS to which this agreement is applied shall be subject to all appropriate federal and state laws, rules and regulations, and orders issued pursuant thereto.

3. The cost of each PROJECT is understood to include, within the limitations of each PROJECT authorization and this MASTER AGREEMENT, 100 percent of the actual cost incurred by the RAILROAD and the DEPARTMENT for labor, equipment and materials for construction, preliminary and construction engineering, inspection services and the preparation of plans, material lists, specifications and cost estimates. If federal funds are utilized, such costs shall be borne by federal funds to the extent determined by the type of federal funding selected and the classification of each PROJECT in accordance with the FHWA's Federal-Aid Policy Guide, hereinafter referred to as the "FAPG", Chapter 1, Subchapter G, Part 646, Subpart B, Sections 646.200 through 646.220, dated December 9, 1991, and amendments thereto.

4. The parties acknowledge and agree that Public Act 294 of 1993 provides for alternate PROJECT participation and that any PROJECT that includes financial participation by

the RAILROAD will require separate agreement(s) between the DEPARTMENT, RAILROAD and ROAD AUTHORITY, when necessary, in the case of a non-state trunkline project.

5. The RAILROAD will prepare necessary plans, a list of equipment, materials, specifications, and an estimate of cost for complete performance of its portion of each proposed PROJECT.

6. The DEPARTMENT, or ROAD AUTHORITY for non-state trunkline PROJECTS, will prepare a cost estimate for complete performance of its portion of each proposed PROJECT and a plan sufficient for each proposed PROJECT. The DEPARTMENT will assemble and correlate the data submitted by the RAILROAD and the ROAD AUTHORITY and will distribute the information to the parties involved in each PROJECT.

7. The DEPARTMENT will process each PROJECT with the FHWA when using federal funds or the DEPARTMENT when using state funds and, upon approval and obligation of the use of selected funds by the FHWA or the DEPARTMENT as appropriate, and execution of a contract, when required, between the DEPARTMENT and the ROAD AUTHORITY for non-state trunkline PROJECTS, will issue a formal authorization to the RAILROAD to proceed with each PROJECT. Work performed prior to such approval and funding obligation by the FHWA or DEPARTMENT, as appropriate and approval by the ROAD AUTHORITY when required, for the PROJECT ultimately covered by this agreement shall not be eligible for reimbursement except for preliminary engineering costs incurred subsequent to on-site inspections or reviews. The authorization will describe the work to be performed by each party, the estimated costs, the source of funds, the anticipated completion time period and the cost of operation and maintenance of RAILROAD facilities as provided in Section 14 hereof. Any substantial change in the PROJECT cost, scope of work or completion time period contained in the authorization will require a written revision to the authorization and, if necessary, an amendment to the contract for non-state trunkline PROJECTS.

8. The DEPARTMENT, at PROJECT expense, will provide a project engineer who shall be in charge of the PROJECT work to such extent as is necessary to meet state and federal requirements.

The ROAD AUTHORITY at no cost to the PROJECT, will provide a project engineer/manager for non-state trunkline projects.

It is understood that the RAILROAD, at PROJECT expense, will perform the construction engineering and inspection services necessary for its portion of each PROJECT.

The RAILROAD hereby agrees to contact the DEPARTMENT, and ROAD AUTHORITY for non-state trunkline projects, prior to the start of work on any PROJECT to coordinate all aspects of each PROJECT which shall include, but not be limited to, PROJECT geometrics, roadway and track lines, grades and elevations, construction details, work schedules and traffic control measures. The elevation relating to the top of rails and to the roadway shall

not be raised or lowered by either party unless provided for on the approved plans or otherwise specifically agreed to.

9. All work performed or caused to be performed, and materials furnished or caused to be furnished by the RAILROAD pursuant to a contract authorization under this agreement, will be performed on a force account basis or lump sum cost basis as stipulated in the contract authorization, billed by the RAILROAD, and reimbursed by the DEPARTMENT as defined and as provided in the FHWA's FAPG, Chapter 1, Subchapter B, Part 140, Subpart I, Sections 140.900 through 140.922, dated December 9, 1991, and amendments thereto, incorporated herein by reference as if the same were repeated in full herein.

The RAILROAD will credit to the PROJECT the value of materials recovered from temporary or permanent use on the PROJECT in accordance with the provisions of the FHWA's FAPG, Chapter 1, Subchapter B, Part 140, Subpart I, Section 140.908, dated December 9, 1991, and amendments thereto.

The RAILROAD shall afford the DEPARTMENT, the ROAD AUTHORITY, and the FHWA, if applicable, a reasonable opportunity to inspect materials recovered prior to disposal by sale or scrap.

10. Upon completion of authorized work and receipt of progress or final billings therefor, the DEPARTMENT will reimburse the RAILROAD (from funds provided therefore, and in accordance with said FAPG) withholding until the time of final payment, a retainage as hereinafter set forth in Appendix C. The retainage may be released to the RAILROAD following PROJECT acceptance by the DEPARTMENT, receipt of the RAILROAD'S all inclusive final billing, and provided the DEPARTMENT has reasonable assurance it can recover promptly any overpayment disclosed by the DEPARTMENT'S audit of the RAILROAD'S records. The RAILROAD will bear the full cost of any items for which they are responsible and which are determined to be not properly a part of the PROJECT.

11. The RAILROAD shall:

- (a) Establish and maintain accurate cost records and accounts, in accordance with generally accepted accounting principles, of all costs and expenses incurred for which payment is sought or made under this agreement, said documents to be hereinafter referred to as the RECORDS. Separate RECORDS shall be established and maintained for each PROJECT authorized under this agreement.
- (b) The RAILROAD shall maintain the RECORDS for at least three (3) years from the date final payment is made by the DEPARTMENT under this agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this agreement, the RAILROAD shall thereafter continue to maintain the RECORDS at least until that dispute

has been finally decided and the time for all available challenges or appeals of that decision has expired.

- (c) The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- (d) If any part of the work is subcontracted, the RAILROAD shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

IT IS FURTHER AGREED THAT:

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

Within sixty (60) days after the date of the Notice of Audit Results, the RAILROAD shall: (a) provide written concurrence with the Notice of Audit Results, and/or (b) repay the amount of any overpayment to the DEPARTMENT, and/or (c) submit to the DEPARTMENT a written response to the Notice of Audit Results explaining the nature and basis for any disagreement as to a disallowed item of expense and/or, (d) submit to the DEPARTMENT a written explanation as to any questioned item of expense, hereinafter referred to as the RESPONSE. The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the RAILROAD may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of this agreement and the specific PROJECT authorization. The RAILROAD agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally decide whether to allow or disallow any items of questioned cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the RAILROAD, the RAILROAD shall repay that amount to the DEPARTMENT within thirty (30) days after the date of the written notice from the DEPARTMENT of that decision. If the RAILROAD fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the RAILROAD agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the RAILROAD under other PROJECT

authorizations pertaining to this agreement, or any other agreement. The RAILROAD expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the RAILROAD in a timely filed RESPONSE.

12. The DEPARTMENT shall maintain accurate records and accounts relative to the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT cost and completion of final audit by the DEPARTMENT, shall make a final accounting to the RAILROAD and the ROAD AUTHORITY.

13. All contracts with subcontractors, including amendments, shall be submitted to the DEPARTMENT for review. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) require formal approval by the DEPARTMENT prior to execution. Consent to sublet any portion of the PROJECT work shall not be construed to relieve the RAILROAD of any responsibility or obligation under, or for the fulfillment of a PROJECT authorization issued under this agreement.

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

14. Upon and after completion of the installation or improvement of active highway-railroad traffic control devices, crossing surfaces, or other RAILROAD facilities pursuant to this agreement, the RAILROAD will own, operate and maintain the same in proper working condition in accordance with Public Act 354 of 1993. Crossing surfaces installed, utilizing federal or state funds, shall be maintained for the useful life of the material. In the event that a federal or state law is hereinafter enacted which may govern the cost of operation and maintenance of such facilities, the provisions in this section of the agreement may be renegotiated by the DEPARTMENT, or ROAD AUTHORITY for non-state trunkline projects, and the RAILROAD.

15. In the event the highway is widened, or other changes made in the future which require the relocation or alteration of any active highway-railroad traffic control devices so installed, within or adjacent to the crossing area or alteration of a crossing surface becomes necessary, the expense thereof shall be borne pursuant to federal or state law applicable at the time same is to be done.

16. If at any time there shall be, at any grade crossing improved pursuant to this agreement, a separation of grades of the highway and railroad; or if, for any other reason, no further need exists for continuing operation of active highway-railroad traffic control devices or for crossing surfaces so installed, they shall be removed by the RAILROAD and may, subject to the approval of the DEPARTMENT or other ROAD AUTHORITY having jurisdiction over said highway, be reinstalled by the RAILROAD at another location to be then agreed upon, and

the cost of such removal and reinstallation and the operation and maintenance of said highway-railroad traffic control devices or crossing surfaces after completion of the installation at such location, shall be borne pursuant to federal or state law applicable at the time same is to be done.

17. This MASTER AGREEMENT may be terminated by either party upon thirty days written notice to the other party and may be amended only in writing by mutual agreement. No deletion, modification, addition to or termination of this agreement, however, shall affect any project previously authorized pursuant to this agreement.

18. Any approvals, reviews and inspections of any nature by the DEPARTMENT, shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this agreement and that such approvals are a governmental function incidental to this agreement.

Any such approvals, reviews and inspections by the DEPARTMENT will not relieve the RAILROAD of its obligations hereunder, nor are such approvals, reviews and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the RAILROAD'S performance.

19. The RAILROAD shall comply with all applicable federal, state and local laws and ordinances.

20. In connection with the performance of work under this agreement, the RAILROAD (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, dated August 1985, as amended, attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this work.

21. During the performance of this agreement, the RAILROAD for itself, its assignees, and successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix B, dated April 1979, as amended, attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this agreement.

22. The Resolution of the State Administrative Board, dated May 1, 1979, as amended, entitled "Department of Transportation Construction and Maintenance Contracts" as set forth in Appendix C, is attached hereto and made a part hereof.

23. It is the intent of the parties that nothing in this agreement shall preclude the DEPARTMENT from exercising its statutory authority in connection with public safety at highway-railroad grade crossings. The pendency of a request for funding under this agreement shall not be deemed to relieve the RAILROAD of any obligations it may have under an order from the DEPARTMENT to improve safety conditions and/or devices at a highway-railroad grade crossing.

24. This MASTER AGREEMENT shall be effective and binding upon the parties hereto, their successors and assigns, when it has been fully executed and the Administrative Board of the State of Michigan has approved this agreement and authorized the DEPARTMENT to proceed therewith.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper and duly authorized officers.

NORFOLK AND WESTERN RAILWAY COMPANY

By *[Signature]*
Title General Manager

MICHIGAN DEPARTMENT OF TRANSPORTATION

By *[Signature]*
Department Director MDOT

APPROVED
State
Administrative Board
8-10-94

FORM APPROVED
[Signature]
ASSISTANT
ATTORNEY
GENERAL

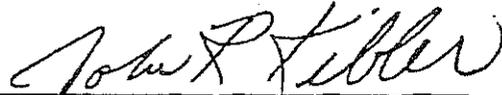
[Signature]
REVIEWED
7-14-94
BUREAU OF
FINANCE

NORFOLK AND WESTERN RAILWAY COMPANY

CERTIFICATE OF INCUMBENCY

I, JOHN R. KIBLER, Assistant Corporate Secretary of NORFOLK AND WESTERN RAILWAY COMPANY, hereby certify that L. D. Hale, Jr. is and has been since August 1, 1993, General Manager-Western Region of Norfolk and Western Railway Company and that he has the authority to execute and deliver agreements covering public projects with the Michigan Department of Transportation.

IN WITNESS WHEREOF, I have executed this Certificate under the corporate seal of NORFOLK AND WESTERN RAILWAY COMPANY this 31st day of JANUARY, 1995.



Assistant Corporate Secretary

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX B

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

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 215 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF MICHIGAN

ADMINISTRATIVE BOARD RESOLUTION

of

May 1, 1979

(As amended on December 2, 1980, April 7, 1981,
August 18, 1981, May 15, 1984, April 7, 1987,
December 15, 1987, January 5, 1988, and May 2, 1989)

DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE CONTRACTS

WHEREAS, pursuant to the provisions of Section 2, Act 17, Public Acts of 1925, as amended, all contracts entered into by the Michigan State Transportation Commission or the Michigan Department of Transportation, hereinafter referred to as the "Commission" and the "Department" respectively, require approval of the State Administrative Board, hereinafter referred to as the "Board," except, the Commission or the Department, without the approval of the Board, is authorized to contract for an amount not exceeding \$20,000.00 for each contract, for toilet vault cleaning, use of licensed sanitary landfills, pickup and disposal of refuse, pavement surfacing and patching, rental of equipment for emergency repairs and maintenance operations, curb replacement, maintenance of office equipment, installation of utility services and installation of traffic control devices and without such approval, may authorize Boards of County Road Commissioners, Township Boards, and Municipalities, under contracts for the maintenance of trunkline highways, to subcontract in amounts not to exceed \$20,000.00 for each subcontract;

WHEREAS, modification of highway construction and maintenance contracts is sometimes necessary;

WHEREAS, extra work is defined as any work which is determined to be essential to the satisfactory completion of the contract but which neither appears therein as a specific item of work nor is included in the price bid for other items in the contract;

WHEREAS, it is sometimes necessary in order to avoid delays and increased costs for the Department to authorize extra work by modification of the contract without obtaining specific prior approval of the Board for such modification;

THEREFORE, BE IT RESOLVED by the State Administrative Board of the State of Michigan as follows:

1. Pursuant to applicable Public Acts, the Department, without obtaining the approval of this Board, in connection with any construction or maintenance contract, may contract for extra work or labor, or both, not exceeding \$48,000.00 per contract for contracts having a value of \$800,000.00 or less and not exceeding 6% per contract for contracts having a value over \$800,000.00 under a contract with a private agency authorized by law, and for an amount not exceeding \$800,000.00 under a contract with Boards of County Road Commissioners, Township Boards, and Municipalities of this State, except that each job for extra or additional work or labor, or both, in excess of \$100,000.00 shall require approval of the State Administrative Board.
2. All agreements by the Department to pay for extra work on either a negotiated price or force account basis in excess of the amounts shown in paragraph 1 must be approved by the Board.
3. No extra work which may cause an increase in the contract price in excess of the amount shown in paragraph 1 shall be authorized by the Department prior to Board approval, unless and until the Attorney General has approved the authorization as being in compliance with all legal requirements. Provided, however, that extra work costing not more than \$25,000.00 may be authorized by the Department without prior approval of the Attorney General, if necessary to avoid construction delays or increased costs.

4. Department authorizations for extra work, requiring Board approval, given prior to Board approval shall be presented to the Board for subsequent approval or disapproval as quickly as possible, but in no case more than 60 days after the extra work has been authorized by the Department.
5. The Department shall not pay nor agree to pay any disputed claim for extra compensation for extra compensation for work already commenced or completed without approval of the Board.
6. No payments for extra work requiring Board approval shall be made until such Board approval has been obtained.
7. The Department is authorized to balance budgets for extra work recommendations or authorizations previously approved by the Board, by decreasing, in any amount, or increasing, not in excess of 15 percent, the original estimated amount without additional approval by this Board.
8. No payments for increased contract quantities shall be made by the Department unless and until the Board has given prior approval for such payments, except that payments for overruns may be made without Board approval if such payments do not exceed the following percent of the original contract price: 10 percent on contracts of \$50,000.00 or more; 15 percent on contracts of \$25,000.00 to \$49,999.99; and 25 percent on contracts of less than \$25,000.00.
9. The department shall deduct from payments, and retain 5 percent of the first \$50,000 earned by a contractor and 2 1/2 percent of amounts earned in excess of \$50,000 until amounts earned equal 90 percent of the contract price. When the project reaches 90 percent completion, retainage may be reduced to 2 percent of the amount earned. Local units of government, performing as contractors to the department, may be excluded from these retainage provisions.

In respect to contracts between the Department and Railroad companies, the Department shall retain 5% of amounts earned up to \$100,000 and 2% of amounts earned in excess of \$100,000. The Department may release the retainage after receipt of the railroad's final billing and prior to audit provided the project has been accepted by the Department and the Department has determined that its ability to promptly recover any overpayment, which may be discovered after audit, is reasonably assured.

10. The Department shall assess damages against any contractor who fails to have the job open to traffic or completed by the dates specified in the contract unless the contractor has been excused for such failure by the Department. The Department may, without approval of the Board, extend the time for opening to traffic or completion of the contract because of delays from unforeseen causes beyond the control and without the fault or negligence of the contractor, including and restricted to: acts of God; acts of the public enemy; acts of Government, acts of the State or any political subdivision thereof; fires; floods; epidemics; strikes; or extraordinary delays in delivery of materials.

No excusal or waiver of damages, except as above provided, shall be final and binding upon the State unless and until approved by the Board, except excusals and waivers granted by the Department prior to the effective date of this Resolution pursuant to applicable specifications and other contract provisions.
11. The foregoing requirements established by the Board shall be made as express part of all construction and maintenance contracts entered into by the Commission, and the Department's standard and supplemental specifications shall be amended to reflect such requirements.
12. Policy Resolution A, approved by the Board on July 17, 1956, and the Resolutions of October 17, 1967, and May 6, 1975 as amended May 4, 1976, are hereby repealed, except that all rights, causes of action, claims, proceedings and suits existing on the effective date of this Policy Resolution shall continue unaffected.
13. Upon approval by the State Administrative Board, this Resolution shall be effective as of May 2, 1989.

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

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

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

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

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

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

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

The agency shall submit two copies of:

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

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

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

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

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

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

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

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

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

B. General Conditions:

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

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



City of Jackson

Dept. of Personnel & Labor Relations

Crystal Y. Dixon, Director

CITY COUNCIL MEETING
November 13, 2012

MEMO TO: Honorable Mayor and City Council Members

FROM: Crystal Y. Dixon, City/County Director of Human Resources ^{CTV}
Patrick Burtch, City Manager

SUBJECT: Request to Approve the Reclassification of Jason Yoakam to Senior Appraiser

RECOMMENDED

ACTIONS: To approve the reclassification of the position held by Jason Yoakam from Appraiser, Class Grade 8 to Senior Appraiser, Class Grade 10 and to approve an adjustment of his wages to Class Grade 10, Step 5 (\$23,9614 per hour).

Background

David Taylor, City Assessor submitted a request for a classification review for the Appraiser position held by Jason Yoakam. A job study was recently conducted and this memorandum presents the findings and recommendations. A copy of the job description is attached.

Mr. Yoakam was hired in January 2007 as an Appraiser. Until about a year ago, the City Assessor's Office staffing complement included an Appraiser, Deputy City Assessor and the City Assessor. Due to budget reductions, the position of Deputy City Assessor was eliminated; however the services performed by that job had to be redistributed among the remaining staff including Mr. Yoakam and Mr. Taylor.

Mr. Yoakam's job has considerably broadened and he is performing numerous higher level duties on a daily and routine basis. These duties include: appraising real estate and personal properties for tax purposes, including complex appraisals of commercial and industrial properties; making and overseeing adjustments in real estate assessments as indicated by building permits, fire reports, dangerous building reports, real estate listing, blue prints, etc.; calculates special assessment rolls, including meterless parking, street paving, streetscape and delinquent accounts, and attends City Council meetings in regards to the assessment rolls. His position is also responsible for maintaining current data on construction costs, building methods and techniques; responding to inquiries from property owners and other persons responsible to pay taxes, including explaining assessing procedures and methods used in making assessment calculations. A substantially complex and time-consuming function for which Mr. Yoakam is now responsible is preparing and defending cases before the Michigan Tax Tribunal which allows individuals and businesses to appeal their property taxes. Historically, in the past, the City has had only about three (3) tribunal cases per year, but that number has increased to an average of 12-15 cases each year. Preparation requires extensive research, and case preparation to defend the City's position on property assessments, and countering other professional appraisers before an

administrative law judge. Finally, the job requires use of special computer software in the performance of job duties.

The minimum requirements for the job duties that Mr. Yoakam performs include an Associate's Degree, five years of assessing experience, and advanced Michigan Assessing Officer certification at the level 3 designation. Special assessment knowledge is also preferred. Mr. Yoakam possesses an Associate's Degree in Mechanical Drafting and Design, Level 3 Michigan Assessing Officer certification and more than twelve (12) years of assessing experience.

Recommendation

Mr. Yoakam is definitely performing work at the Senior Appraiser level. His current classification is Appraiser, Class Grade 8, Step 5 at a rate of \$21.3045 per hour. In accordance with the Personnel Policy and the findings of this study, I recommend that Mr. Yoakam's position be reclassified to the classification title of Senior Appraiser, Class Grade 10, Step 5 at a rate of \$23.9614 per hour. His anniversary date will remain the same. His supervisor, Mr. David Taylor concurs with this recommendation.

The City Manager approved this recommended action and this matter is being submitted to City Council for final consideration and approval of this reclassification and wage adjustment for this non-union position.

Thank you for your consideration.

Enclosure



City of Jackson

Dept. of Personnel & Labor Relations

Crystal Y. Dixon, Director

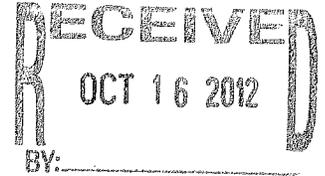
October 16, 2012

To: Patrick Burtch, Interim City Manager
David Taylor, City Assessor

C: Jason Yoakam, Appraiser

From: Crystal Y. Dixon, City/County Director of Human Resources *cyd*

Subject: Request for Job Classification Review – Jason Yoakam, Appraiser



David Taylor, City Assessor submitted a request for a classification review for the Appraiser position held by Jason Yoakam. A job study was recently conducted and this memorandum presents the findings and recommendations. A copy of the job description is attached.

History

Mr. Yoakam was hired in January 2007 as an Appraiser. Until about a year ago, the City Assessor's Office staffing complement included an Appraiser, Deputy City Assessor and the City Assessor. Due to budget reductions, the position of Deputy City Assessor was eliminated; however the services performed by that job had to be redistributed among the remaining staff including Mr. Yoakam and Mr. Taylor.

Mr. Yoakam's job has considerably broadened and he is performing numerous higher level duties on a daily and routine basis. These duties include: appraising real estate and personal properties for tax purposes, including complex appraisals of commercial and industrial properties; making and overseeing adjustments in real estate assessments as indicated by building permits, fire reports, dangerous building reports, real estate listing, blue prints, etc.; calculates special assessment rolls, including meterless parking, street paving, streetscape and delinquent accounts, and attends City Council meetings in regards to the assessment rolls. His position is also responsible for maintaining current data on construction costs, building methods and techniques; responding to inquiries from property owners and other persons responsible to pay taxes, including explaining assessing procedures and methods used in making assessment calculations. A substantially complex and time-consuming function for which Mr. Yoakam is now responsible is preparing and defending cases before the Michigan Tax Tribunal which allows individuals and businesses to appeal their property taxes. Historically, in the past, the City has had only about three (3) tribunal cases per year, but that number has increased to an average of 12-15 cases each year. Preparation requires extensive research, and case preparation to defend the City's position on property assessments, and countering other professional appraisers before an administrative law judge. Finally, the job requires use of special computer software in the performance of job duties.

The minimum requirements for the job duties that Mr. Yoakam performs include an Associate's Degree, five years of assessing experience, and advanced Michigan Assessing Officer certification at the level 3 designation. Special assessment knowledge is also preferred. Mr. Yoakam possesses an Associate's Degree in Mechanical Drafting and Design, Level 3 Michigan Assessing Officer certification and more than twelve (12) years of assessing experience.

Recommendation

Mr. Yoakam is definitely performing work at the Senior Appraiser level. His current classification is Appraiser, Class Grade 8, Step 5 at a rate of \$21.3045 per hour. In accordance with the Personnel Policy and the findings of this study, I recommend that Mr. Yoakam's position be reclassified to the classification title of Senior Appraiser, Class Grade 10, Step 5 at a rate of \$23.9614 per hour. His anniversary date will remain the same. His supervisor, Mr. David Taylor concurs with this recommendation.

This recommendation requires the approval of the City Manager and ultimately City Council for this reclassification and wage adjustment for this non-union position.

Please advise me on your decision in this matter by signing below and returning this memorandum to me. Thank you for your consideration.

Enclosure

 _____ 
(City Manager Signature) (Date)

I **APPROVE** this recommendation for reclassification being submitted to City Council for consideration.

or

(City Manager Signature) (Date)
I do **NOT APPROVE** this recommendation for reclassification being submitted to City Council for consideration.

*Please sign/date and return your decision on this recommendation to Crystal Dixon, City/County Director of Human Resources, 120 W. Michigan Ave., 7th Floor, Jackson, MI 49201.

Class Grade 10

Title: **Senior Appraiser**

General Summary:

Under general supervision, the Senior Appraiser verifies information from a variety of sources to determine whether a property needs to be reassessed, performs appraisals of both real and personal property for tax purposes and performs related work. Work is performed both in the office and in the field. This employee is also responsible to review and lead the work of lower classified employees.

Typical Duties:

1. Appraises real estate and personal property for tax purposes, including complex appraisals of commercial and industrial properties.
2. Oversees adjustments in real estate assessments as indicated by building permits, fire reports, dangerous building reports, real estate listings, blue prints and building plans, condition of surrounding properties, personal observations, etc.
3. Calculates special assessment rolls, including meterless parking, street paving streetscape, and delinquent accounts. Attends City Council meetings in regards to these assessment rolls.
4. Physically examines properties; records and analyzes the data secured by such examinations. Property is photographed and property footprints are sketched.
5. Maintains current data on constructions costs, building methods, and techniques.
6. Assist in the maintenance of property records systems.
7. Responds to inquiries from property owners and other persons responsible to pay taxes, including explaining assessing procedures and methods used in making assessment calculations. Gathers information from property owners, City staff and others to assist in performing duties.
8. Evaluates eligibility for tax exemptions.
9. Corrects office records to account for combining and dividing properties. Rewrites legal property descriptions and recalculates assessments for these properties.
10. Assists in the computation and compilation of personal property data.
11. Verifies location of personal property.
12. Operates a personal computer to encode, enter or retrieve data for computer processing and produce documents, using specialized software for some functions.
13. Uses internet to access information and perform research, such as determining ownership, reviewing original plat design, accessing aerial photographs, etc.
14. May train and assign work to Appraiser and Property Data Technician. Reviews work of Appraiser.
15. Wears appropriate safety equipment for fieldwork, such as inspections at construction sites and manufacturing facilities.
16. Participates in classes to ensure knowledge of current laws and procedures related to job. Reviews job-related periodicals.
17. Performs related work as required.
18. May perform work of lower classified employee.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. Such statements are descriptive and explanatory, but not restrictive. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character of or lesser skills.

Minimum Qualifications and/or Requirements:

Applicants must have earned an Associate degree or have two years of post-high school training through a technical, vocational, trade or business school; have successfully participated in real estate appraisal courses or have experience in building construction; and have three (3) years experience in real estate appraising. Applicants with an equivalent combination of job-related education and experience will also be considered.

Applicants must also have a Michigan State Assessor Board Level II certificate in assessment administration. Must obtain certification as a personal property examiner within three (3) years of hire. Must maintain all position-related certifications while employed in this position.

Applicants must have demonstrated ability to use assessing software. Applicants must have basic ability to use word processing and spreadsheet software, and basic ability to research using internet sources

Applicants must have a valid Michigan driver's license and good driving record and maintain both while employed in this position. Applicants must know how to read and map legal descriptions. Applicants must have good communication skills

Desirable knowledge, skills and ability include: knowledge of accounting practices, knowledge of building construction, ability to read blue prints, ability to use sketching software, ability to use GIS programs, knowledge of local properties and businesses.

In addition to the above requirements, all City positions require the ability to read, write, speak and understand the English language as necessary for their position; the ability to follow written and oral instructions; and the ability to get along with other employees and members of the public. City employees are also expected to possess and maintain a record of orderly, law-abiding citizenship, sobriety, integrity and loyalty as it pertains to and reflects upon their employment with the City. City employees must be physically and mentally able to perform the essential duties of their position without excessive absences.

Physical Aspects of Job:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this 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, climb stairs, use hands and fingers, talk and hear. The employee must be able to reach with hands and arms. The employee is occasionally required to bend at the waist, crouch, squat, kneel, climb ladders and walk over uneven and/or slippery terrain. The employee will need hand strength to grasp tools. The employee will occasionally lift and/or move up to 20 pounds of materials. The job requires travel by car to other work sites. The employee is frequently

required to communicate by telephone, read regular and small print, use limited mobility in an office setting, use sight to read and prepare documents and reports. Specific vision abilities required for this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. While performing the duties of this job the employee primarily works indoors, but occasionally performs duties outdoors and in adverse weather conditions. The noise level in the work environment is usually quiet or moderate.

Approved by the City Manager: William Ross
William Ross

8-9-06
Date

Approved by the Director of
Personnel & Labor Relations: Catherine Mc. Brechtelsbauer
Catherine Mc. Brechtelsbauer

8-9-06
Date

7/06

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

October 23, 2012

TO: Honorable Mayor and City Council

FROM: Julius A. Giglio, City Attorney 

RE: Jackson Affordable Housing Corporation Lease

DATE: October 9, 2012

REQUESTED ACTION: To renew the Lease between the City of Jackson and the Jackson Affordable Housing Corporation (JAHC).

Attached please find the current Lease between the City of Jackson and Jackson Affordable Housing Corporation (JAHC) for the offices on the sixth floor of City Hall. (See Attached Exhibit A). As Council will remember, the attached lease was entered into between the parties on February 9, 2012. The Lease, expires on November 30, 2012.

The Lease, at the City's option, is subject to two one-year renewals. JAHC has submitted a request to renew the lease. (See Attached Exhibit B).

If Council desires to renew the lease, the requisite action will be a motion to renew the lease under the terms and conditions contained in the First Renewal of Lease (Attached Exhibit C), authorize the Mayor and Clerk to execute the lease renewal, and authorize the City Attorney to make minor modifications to the renewal.

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

JAG/dr

Enc.

cc w/enc: Patrick Burtch, Interim City Manager
Lynn Fessel, City Clerk
Karen Jackson, Executive Director, Jackson Affordable Housing

Exhibit A

LEASE

THIS AGREEMENT, entered into as of the date appearing below, by and between the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan (hereinafter “City”), and Jackson Affordable Housing Corporation, a Michigan non-profit corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan (hereinafter “JAHC” or “Lessee”).

WITNESSETH:

WHEREAS, the City and JAHC have previously entered into a Lease for the suite of offices comprising 600 square feet, more or less, situated in the southern half of the 6th Floor of the building located at 161 West Michigan Avenue, Jackson, Michigan, known as Jackson City Hall; and

WHEREAS, the previous Lease and its extensions expired by its terms on the 30th day of November, 2011; and

WHEREAS, it is the desire of the parties hereto to enter into another Lease, together with all other covenants and obligations herein contained; and

WHEREAS, the City Council has determined that JAHC’s activities of providing affordable housing services to low and moderate income residents of the City, and JAHC’s activities of renovating vacant/substandard houses for sale to first-time home buyers, are services deemed necessary and serving a public purpose; and

WHEREAS, the City Council has further determined that providing of housing services by JAHC within the City are services deemed to be in the public interest; and

WHEREAS, JAHC is a Guidance on Community Housing Development Organization (CHDO) under the Federal HUD HOME Program that is located within the City of Jackson; and

WHEREAS, the City Council has determined that it wishes to have JAHC provide its services and continue to conduct its operations, and that JAHC only be charged a nominal rent so that its resources may be used for providing its services; and

WHEREAS, Section 2.18 of the Jackson City Charter authorizes the City Council to enter into contracts with organizations for “public purpose” services considered necessary by the City Council.

NOW, THEREFORE, for and in consideration of the services to be provided by JAHC and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to the following terms, conditions, and provisions of a Lease as follows:

1. CITY, in consideration of the rents and covenants herein specified, does hereby let, lease and demise to LESSEE, the suite of offices comprising the southern half of the 6th Floor of the building known as Jackson City Hall, 600 square feet, more or less, situated at 161 West Michigan Avenue, Jackson, Michigan 49201, for the term of one (1) year, to commence on the 1st day of December, 2011 and ending on the 30th day of November, 2012, on the terms and conditions hereinafter mentioned, to be occupied by said LESSEE for professional offices, and agrees to furnish said rooms with heat when required, electricity, air conditioning, and water.
2. LESSEE shall furnish cleaning, maintenance and preventive maintenance at its own expense.
3. LESSEE shall, at its expense, provide remodeling and renovation necessary for its purposes, and will receive prior written approval from City for any remodeling or renovation undertaken.
4. LESSEE does hereby hire the said premises for the term of one (1) year, as above mentioned, and at the rental rate established in subparagraph (a) below; provided, however,

CITY may, at its option, grant two (2) one-year renewals of this Lease at rental rates established in subparagraphs (b) and (c) below (Lessee shall submit notice of renewal request at least sixty (60) days prior to expiration of the then current term); and LESSEE does hereby covenant and promise to pay to CITY, its representatives and assigns, for rent of said premises for said term(s), as follows:

a. For the first year, commencing the 1st day of December, 2011, and ending on the 30th day of November, 2012, the sum of One Dollar (\$1.00) annually, payable on the 1st day of February, 2012.

b. If the Lease is renewed or extended for a second year, commencing the 1st day of December, 2012, and ending on the 30th day of November, 2013, the sum of One Dollar (\$1.00) annually, payable on the 1st day of December, 2012.

c. If the Lease is renewed or extended for a third year, commencing the 1st day of December, 2013, and ending on the 30th day of November, 2014, the sum of One Dollar (\$1.00) annually, payable on the 1st day of December, 2013.

5. LESSEE shall keep the said premises and every part thereof in good repair and, at the expiration of said term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof excepted.

6. LESSEE shall observe and perform all rules and regulations in regard to said building, as contained in paragraph 17 of this Lease. LESSEE further agrees it will not assign or transfer this Lease or sublet the said premises or any part thereof, nor use the same nor permit the same to be used for any other purpose than as above described, nor make any alterations therein or additions thereto, without the written consent of CITY, and that all additions, fixtures or improvements which may be made to or placed in or upon said premises, except movable office

furniture and professional equipment, shall be the property of CITY and shall remain upon and be surrendered with said demised premises as a part thereof at the termination of this Lease.

7. All personal property in the demised premises shall be at the risk of LESSEE only, and CITY shall not be liable for any damage to said personal property, to said premises, or to LESSEE arising from the bursting or leaking of any water or steam pipes, or from any acts or neglect of co-tenants or other occupants of the building, or any other persons.

8. CITY shall not be liable for any damage resulting from the stoppage of any of the elevators, caused either through accident or stoppage, or any other reason.

9. CITY shall have the right to enter said premises at any time to examine the same, or to make such repairs, additions or alterations as may be necessary for the safety, improvement or preservation thereof.

10. LESSEE shall maintain a valid commercial general liability insurance policy which is acceptable to the CITY, insuring against liability for bodily injury and property damage, with a minimum general aggregate limit of Five Hundred Thousand Dollars (\$500,000.00). Said policy shall be maintained in full force and effect during the term of this lease, or any extension thereof, and shall name the CITY as an additional insured. In addition, LESSEE shall maintain in full force and effect during the term of this lease, or any extension thereof, a policy of Workers' Compensation to the statutory limits. Notwithstanding any other provision contained herein, failure to comply with this paragraph shall be grounds for immediate cancellation of this Lease by CITY.

11. CITY and LESSEE agree that any right of recovery as against each other which shall arise during the term of this Lease due to any loss or damage from fire or other peril,

whether occurring by reason of the negligence of either party, is hereby waived to the extent that same is covered by the policies of insurance carried by either party.

12. If default shall be made by LESSEE in the payment of said rent, or any part thereof, or in the performance of any condition, agreement, rule or regulation, such action shall be deemed a material breach of this Lease and termination of this Lease agreement, and CITY may immediately commence legal proceedings to remove all persons from the premises.

13. If during the continuance of this Lease, said demised premises shall be so injured by fire or other casualty as to be rendered untenable, such injury shall be repaired as speedily as possible, and the rent shall cease until the same is repaired, provided said fire damage is not caused by carelessness or neglect on the part of LESSEE or its guests, agents, employees or servants.

14. CITY does covenant that LESSEE, on paying the aforesaid rent and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demises premises for the term aforesaid.

15. LESSEE further agrees in the event any action is commenced in any Court for the recovery of any damages arising from its operation or maintenance of its facilities located on the 6th Floor, 161 West Michigan Avenue, Jackson, Michigan, where the CITY is a named defendant, that said LESSEE shall completely and without reservation defend same and hold harmless said CITY from any and all allegations and liability arising therefrom.

16. This Lease may not be assigned by a party without the prior written consent of the other party. This Lease will be binding upon and inure to the benefits of the parties to this Lease and their respective successors and assigns.

17. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

18. **RULES AND REGULATIONS**

a. The entries, passages, corridors, stairways and elevators shall not be obstructed by any of the tenants or used by them for any other purpose than ingress and egress to and from their respective offices.

b. No sign shall be put in or upon any part of the building, except on the glass of the doors of the room leased, and then of such size, form and material as may be prescribed in writing by the CITY; nor shall any electric wires for lighting, telephone, power or for any purpose be brought into the premises, except with the written permission of the CITY, and the same be located, and of such form, as may be specified by CITY.

c. The water closets or other water fixtures shall not be used for any purpose other than those for which they were designed and constructed, and any damage resulting to them from misuse shall be borne by the tenant who shall occasion it.

d. No tenant shall, personally or by its clerks, employees or servants, disturb the other tenants by any unseemly noises, or by any interference in any way, or deface any part of the building.

e. Nothing shall be thrown out of the windows of the building by the tenants, their clerks, agents, employees or servants.

f. Any janitor or janitorial service employed by any tenant may be employed only with prior written permission of CITY.

g. Safes, machinery and other heavy articles shall be placed by tenants in such places only as shall be first specified in writing by City.

h. CITY may prescribe reasonable restrictions on and tenant and its visitors or clients in regard to security measures designed to protect the building and its contents and occupants, including but not limited to such sign-in-sign-out procedures as are deemed necessary by CITY.

19. Should LESSEE lose its funding source during the term of this Lease, or any renewal thereof, so that it is unable to conduct its professional business, then LESSEE may terminate this Lease upon sixty (60) days' written notice and shall be obligated to pay as rent only those sums owing at the time of termination.

20. This Lease represents the entire agreement and understanding between the parties with respect to the transactions contemplated by this Lease, and supersedes all prior Leases, agreements, understandings, arrangements, drafts, covenants, representations and warranties, written or oral, of any party dealing with such subject matter. Provided; however, anything to the contrary in this lease notwithstanding, a certain Modification of Lease, entered into between the parties, dated July 1, 2005, regarding office furniture of Lessee, shall remain full force and effect.

21. If any provision of this Lease, or any portion thereof, is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such provision, or portion thereof, shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Lease shall remain in full force and effect.

22. This Lease and the rights, duties and remedies of the parties relating to this Lease will be construed and enforced in accordance with the laws of the State of Michigan.

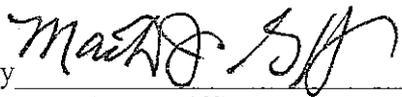
23. This Lease may be executed by the parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same instrument. All signatures of any party may be transmitted by facsimile, and a facsimile will, for all purposes, be deemed to be the original signature of the person whose signature reproduces and will be binding upon the persons and on the party on whose behalf that person signed.

24. Any extension or waiver of any provision of this Lease will be valid only if set forth in a written instrument signed by the party sought to be bound. No waiver will constitute or be construed as a waiver of any other provision, and no waiver of a failure to comply with any provision of this Lease will constitute or be construed as a continuing waiver of that provision, or as a waiver of any other failure to comply with any provision of this Lease or of any other document.

25. No failure or delay on the part of any party in the exercise of any right or remedy under this Lease will impair that right or remedy or be construed to be a waiver of, or acquiescence in, any breach of any agreement in this Lease, nor will any single or partial exercise of any right or remedy preclude other or further exercise of that right or remedy, or of any other right or remedy. All rights or remedies existing with regard to this Lease are cumulative to, and not exclusive of, any right or remedy otherwise available, and each party will have and may enforce all of its rights and remedies at law, in equity or otherwise, upon a breach of this Lease by any other party.

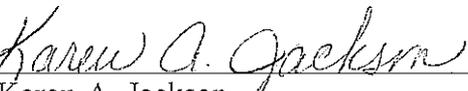
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 9th day of February, 2012.

CITY OF JACKSON, MICHIGAN
A municipal corporation

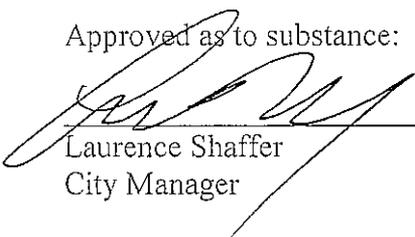
By 
Martin J. Griffin, Mayor

By 
Lynn Fessel, City Clerk

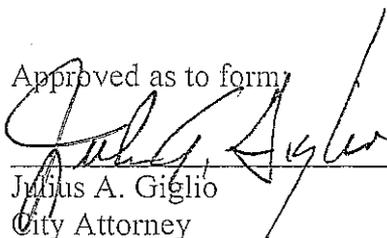
**JACKSON AFFORDABLE
HOUSING CORPORATION**

By 
Karen A. Jackson
Its Executive Director

Approved as to substance:


Laurence Shaffer
City Manager

Approved as to form:


Julius A. Giglio
City Attorney



*Improving the quality
of life in
Jackson area neighborhoods*

Jackson Affordable Housing Corporation
www.jacksonaffordablehousing.org

Exhibit B

Board of Directors

Karen Hawley,
President
JTV

Kitrina Sims,
Vice President
*Homebuyer &
Jackson Interfaith
Shelter*

Ron Clingerman,
Treasurer
Fifth Third Bank

Phil Fracker,
Secretary
Community Member

Mike Archer,
Exec. Cmte.
Member at Large
Mortgage One

Willie Walters
Member at Large
*King's Community
Homes*

Pastor John Deuble
Member at Large
*Homebuyer &
Community Member*

Tom Schindler
Member at Large
Re/Max Mid-Michigan

October 2, 2012

Lynn Fessel
Purchasing Agent
City of Jackson

Dear Ms. Fessel:

Per the terms of our lease agreement dated February 9, 2012, I would like to exercise my option for renewal.

Thank you for your consideration.

Sincerely,

Karen A. Jackson
Karen A. Jackson
Executive Director

RECEIVED
CITY OF JACKSON
OCT 8 2012
CLERK'S OFFICE

BY _____



Equal Housing Opportunity
Equal Opportunity Employer



Assisting people to become homeowners in Jackson County

161 West Michigan Avenue, Jackson, Michigan 49201 517.788.4626. Facsimile 517.780.4721

FIRST RENEWAL OF LEASE

THIS AGREEMENT, entered into as of the date appearing below, by and between the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan (hereinafter “City”), and Jackson Affordable Housing Corporation, a Michigan non-profit corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan (hereinafter “JAHC”).

WITNESSETH:

WHEREAS, the City and JAHC have heretofore entered into a certain Lease dated February 9, 2012, for the suite of offices comprising 600 square feet, more or less, situated in the southern half of the 6th Floor of the building known as Jackson City Hall (“Lease”); and

WHEREAS, the Lease expires by its terms on the 30th day of November, 2012; and

WHEREAS, Paragraph 4 of the Lease allows the City to grant two (2) one-year renewals of the Lease; and

WHEREAS, it is the desire of the parties hereto to extend for an additional one (1) year the term of the Lease, together with all other covenants and obligations therein contained; and

WHEREAS, the City Council has determined that JAHC’s activities of providing affordable housing services to low and moderate income residents of the City, and JAHC’s activities of renovating vacant/substandard houses for sale to first-time home buyers, are services deemed necessary and serving a public purpose; and

WHEREAS, the City Council has further determined that the providing of housing services by JAHC within the City are services deemed to be in the public interest; and

WHEREAS, JAHC is a Guidance on Community Housing Development Organization (CHDO) under the Federal HUD HOME Program that is located within the City of Jackson; and

WHEREAS, the City Council has determined that it wishes to have JAHC provide its services and continue to conduct its operations, and that JAHC only be charged a nominal rent so that its resources can be used for providing its services; and

WHEREAS, Section 2.18 of the Jackson City Charter authorizes the City Council to enter into contracts with organizations for “public purpose” services considered necessary by the City Council.

NOW, THEREFORE, for and in consideration of the services to be provided by JAHC and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Lease between the City and JAHC is hereby incorporated by reference herein and made part hereof as though set forth in full.
2. The Lease is hereby amended as follows:
 - A. The term thereof shall be extended one year, commencing December 1, 2012 and ending November 30, 2013.
 - B. The annual rent will be One Dollar (\$1.00), payable upon the date of execution of this First Renewal of Lease.

Except as herein modified, all terms, conditions, covenants and promises as originally set forth in the Lease shall remain in full force and effect for the terms of this renewal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2012.

CITY OF JACKSON, MICHIGAN

A municipal corporation

By _____
Martin J. Griffin, Mayor

By _____
Lynn Fessel, City Clerk

**JACKSON AFFORDABLE
HOUSING CORPORATION**

By _____
Karen A. Jackson
Its Executive Director

Approved as to substance:

Approved as to form:

Patrick Burtch
Interim City Manager

Julius A. Giglio
City Attorney



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 November 13, 2012

TO: Honorable Mayor Griffin and City Councilmembers
FROM: Patrick Burtch, City Manager
SUBJECT: Request to Apply for Blight Elimination Program funds through the State of Michigan

RECOMMENDED ACTION

Authorize the submission of an application to the State of Michigan for Blight Elimination Program Funds

In March 2012, 49 state attorneys general, including Michigan Attorney General Bill Schuette, entered into a settlement with five of the nation's largest mortgage servicers following a lawsuit regarding mortgage foreclosure practices. Of Michigan's \$97.2 million portion of the settlement, state law allocated \$25 million to create a Blight Elimination Program to demolish vacant and abandoned properties and promote public safety, stabilize property values, and enhance economic development opportunities. The legislation allocated \$10 million to the City of Detroit and \$15 million for demolition projects elsewhere in Michigan. The Michigan State Housing Development Authority (MSHDA), the Michigan Department of Human Services (DHS), and the Michigan Land Bank Fast Track Authority (MLB) are charged with selecting project areas, administering the funds and facilitating the demolition of blighted structures.

As the Blight Elimination Program meets the high priority goals of City Council to demolish vacant and abandoned properties, staffs from the Department of Neighborhood & Economic Operations, Assessor's Office, Jackson Police Department and GIS have begun working together to prepare and submit an application for \$2.5 to \$3 million in grant funds. The application is due to be submitted to the State by December 12, 2012.

The application will be scored on a 20-point scale with a total of five possible points in each of the following categories:

- Category 1 – Public Safety**
- Category 2 – Property Value Stabilization**
- Category 3 – Economic Development Opportunities**
- Category 4 – Local Support and Additional Investment**

In selecting among the highest scoring applicants, the State will also consider the geographic distribution of the project areas and the relative cost and size of similarly-scoring projects.

Staff will devise a resolution of local support to present for City Council's authorization by the December 11, 2012 City Council meeting.



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CITY COUNCIL MEETING November 13, 2012

TO: Honorable Mayor Griffin and City Councilmembers
FROM: Patrick Burtch, City Manager
SUBJECT: Request Authority to Purchase Two (2) Properties to Rehabilitate and Resell to Qualified Homebuyers

RECOMMENDED ACTION

Approve the acquisition of 1121 First Street and 652 Sparks Street, authorize the City Attorney to make minor modifications to closing documents, and authorize the City Manager or his designee to sign documents necessary to close the transactions.

In May, 2012, City Council authorized the HOME grant activity to acquire, rehabilitate and resell residential property to qualified low- to moderate-income homebuyers. To that end, the Department of Neighborhood & Economic Operations placed bids on two HUD homes as follows:

	<p>Address: 1121 First St PIN: 4-128700000</p> <p>Listed for: \$10,000 Accepted Offer: \$ 5,000</p> <p>Rehab Estimate: \$30,000</p>
	<p>Address: 652 Sparks St PIN: 2-233600000</p> <p>Listed for: \$39,000 Bid: \$30,000</p> <p>Rehab Estimate: \$30,000</p>

HOME Program grant funds will be used to purchase and rehabilitate these homes back to constructive use as a single family home, contributing to the respective neighborhoods in which they are located.



Department of Public Works – Utility Division

2995 Lansing Avenue - Jackson, MI 49202
Telephone: (517) 788-4075 — Facsimile: (517) 788-4641

CITY COUNCIL MEETING November 13, 2012

MEMO TO: Honorable Mayor Griffin and City Council Members

FROM: Patrick Burtch, City Manager *PHB*

SUBJECT: Consideration of a request to approve an agreement between the City of Jackson and Utility Service Company to clean water mains on Hupp Street and Parnall Road by using Ice Pigging. The proposed cost of this work is \$36,000.00.

RECOMMENDATION: To approve an agreement between the City of Jackson and Utility Service Company to clean portions of water main on Hupp Street and Parnall Road at a cost of \$36,000.000, and authorization for the Mayor and City Clerk to execute the appropriate document(s).

A City of Jackson water customer on Hupp Street has recently notified the Department of Public Works of their inability to supply the facility fire suppression system with enough water pressure to meet insurance requirements. Department staff conducted hydrant flow tests in the area, and found no discernible problem. In addition, there is water main crossing under the Grand River along Parnall Road between Lansing Avenue and Cooper Street which has proven to trap and hold sediment.

Both locations would benefit from a water main cleaning project, and ice pigging is a relatively new method being employed in the United States allowing cleaning without having to excavate to expose the water main. An ice slurry is created and pumped through the water main to scour and expel sediment through a downstream fire hydrant. The water main is then flushed clear with system water, and placed back into service.

By comparison, traditional pipe pigging involves the use of a semi-solid sponge-like plug that is inserted into the water main by exposing the pipe via excavation, inserting the pig, and forcing it through the water main. This method consists of removing the water main from service for at least 48 hours, and includes the prospect of a traditional pig becoming seized in the pipe, typically at bends and joints. In the case of a river crossing, excavating to remove a stuck device would create substantial delays and additional cost. In the case of ice pigging, if, for some reason, the ice slug cannot pass through a section of water main, the process is stopped until the ice melts and clears the impedance

Utility Service Company of Perry, Georgia, is utilizing this process in the United States. It gained significant notoriety in Europe, and it is becoming ever more popular here in the States. Utility Services Company has recently placed a second unit into service, and if approved, the

City of Jackson project will be a demonstration site for other communities throughout Michigan, Ohio, and Indiana to witness.

Funding for this project is included in the approved 2012-2013 budget line item 591-560-000-818.000. Our City engineering staff and District Engineer with the Michigan Department of Environmental Quality have offered their support on this project by way of a less invasive pipe cleaning solution.

More information is available about ice pigging on the Utility Services Company website, with available brochures, explanations and videos.



November 6, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Philip Hones, Finance Director
Steve Maga, Staff Accountant/Information Systems Coordinator

SUBJECT: Replacement of Telephone Servers, Equipment and Related Services

RECOMMENDATION: To Approve the Proposal Received from Windstream Communications for Telephone Servers, Equipment and Related Services in the Amount of \$ 3,672 per Month, Subject to the Contract Review and Approval by the City Attorney.

Background

The City's current Voice over Internet Protocol (VOIP) telephone system is a Cisco system and provides voice and voicemail services to City Hall, Public Works and the Water Treatment Plant. This system was purchased and installed in 2004 and includes three computer servers, network switches and telephones. The telephone handsets deployed at employee's workstations are starting to fail. The MIS Department has been replacing these with refurbished units as a stop gap solution. The age of the servers (8 years) for these critical systems is also a serious concern. The MIS Department recommends replacing servers at 5 year intervals.

A new telephone system for the Fire Department was also included in the proposals. This department has an outdated standalone system that needs replacing. The department does not have a functioning voicemail system.

Analysis

The MIS Department received three proposals to replace the current system – **Windstream Communications, Netech** and **TDS Metrocomm**.

1. The **Windstream Communications** proposal includes new servers, switches and telephones at the locations listed above. Their proposal also provides for a smartphone application to access City voicemail, voicemail to email functionality and a PC interface to allow high volume call centers to answer and transfer calls right from their computer desktop. Windstream would provide telecommunication services with the equipment. All equipment would be owned by the City.
2. The **Netech** proposal would replace the servers and update the VOIP software. The servers would be owned by the City. It does not provide for new telephone handsets or switches. The telecommunication services would be provided by TDS Metrocomm (current provider).
3. The **TDS Metrocomm** proposal, like Windstream Communications, is for equipment and telecommunication services. The equipment would be rented, not owned.

A summary of the three proposals is as follows:

Proposal Summary

	<u>Windstream</u>	<u>Netech</u>	<u>TDS</u>
Proposal Includes:			
- Servers	X	X	X
- Switches	X		X
- Software	X	X	X
- Telephone Hardware	X		X
- Monthly Telecom Services	X		X
- Includes Fire Dept. Phone System	X	X	X
- City Owns Equipment	X	X	
- Internet Bandwidth Increased	X		X
Monthly Costs:			
- Monthly Equipment/Maintenance/Software Charges Included in Proposal	\$1,744	\$713	\$1,235
- Monthly Telecomm Services Included in Proposal	\$ 1,928	\$0	\$5,787
- TDS Monthly Telecom Services/Analog Lines-Not in proposal	\$450	\$4,150	\$ 0
- Switch Equipment-Not in proposal (est.)	\$0	\$1,402	\$0
- Telephones-Not in proposal	\$0	\$578	\$0
Total Monthly Costs	\$4,122	\$6,843	\$7,021

Conclusion

The City currently pays \$4,150 per month for telecommunication services. With the Windstream proposal, the City would be paying \$3,672 per month during a seven (7) year contract period to Windstream, plus the TDS charges of \$ 450, for a total of \$4,122, which is less than the current costs. In essence, the City will obtain a new telephone system with enhanced features and four times its current internet bandwidth for less than what we are paying for an older, outdated system that is beginning to show signs of failing.

The quoted monthly charge includes hardware/software maintenance for the entire seven year contract. The warranty and maintenance on the hardware covers all break/fix issues. Replacement equipment will be delivered on site. All software upgrades are covered including the labor to install.

Phone charges are currently allocated to all City departments based on the number of phones each department utilizes. These current charges are about \$ 24 per phone and will be reduced slightly to about \$ 23 per phone under the new proposed contract.

The County of Jackson recently went through the bidding process to replace their telecommunication service provider and their analysis also determined that Windstream was the lowest responsive bidder among those who submitted a bid.



161 W MICHIGAN AVE JACKSON, MI 49201-1315 US

Proposed with PAETEC a Windstream company

	Rate	Quantity	Total
Access Loop			
Dynamic IP T1	\$0.00	8	\$0.00
On Net T1	\$0.00	1	\$0.00
Business Lines			
Business Line	\$5.00	11	\$55.00
FSLC Charge	\$7.20	11	\$79.20
ADTRAN-TA616 Charge	\$18.00	1	\$18.00
Directory Listings			
Additional Directory Listing	\$6.00	35	\$210.00
Dynamic IP Services			
12 Mb Dynamic IP Port T1 SIP Features	\$400.00	1	\$400.00
FSLC Charge	\$7.20	24	\$172.80
Compression	\$0.00	8	\$0.00
20 DID Station Numbers	\$6.00	15	\$90.00
ADTRAN-NET 4430-8T1 Charge	\$58.92	1	\$58.92
Advanced Managed Router Charge	\$40.00	1	\$40.00
Emergency Contact Service Charge (E911)	\$10.00	1	\$10.00
IP Simple Rental without Router Charge	\$1,744.15	1	\$1,744.15
Switched 1+			
National Access Charge - Multi-Line Business	\$0.01	11	\$0.11
Toll-Free (8xx)			
Toll-Free Access	\$0.30	1	\$0.30
Total Monthly Recurring Telecom Fees (MRC)			\$2,878.48

Usage Bundles			
Usage Bundles Integrated LD Bundle Quantity = 5,000	\$0.0000	5,000	\$0.00
Dedicated Long Distance Usage Rates			
Dedicated Long Distance Usage Rates LD InterState	\$0.0260	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraLata	\$0.0260	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraState	\$0.0260	0	\$0.00
Dedicated Long Distance Usage Rates Directory Assistance	\$1.9900	0	\$0.00
Dedicated Long Distance Usage Rates LD US to International	\$0.5300	0	\$0.00
Dedicated Long Distance Usage Rates LD Caribbean	\$0.3806	0	\$0.00
Dedicated Long Distance Usage Rates LD Canada	\$0.0268	0	\$0.00
Switched 1+			
Domestic LD Interstate	\$0.0300	0	\$0.00
Domestic LD IntraLata	\$0.0300	0	\$0.00
Domestic LD IntraState	\$0.0300	0	\$0.00
International LD US to International	\$0.5700	0	\$0.00

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International LD Caribbean	\$0.4181	0	\$0.00
International LD Canada	\$0.0807	0	\$0.00
Directory Assistance	\$1.9900	0	\$0.00
Toll-Free (8xx)			
Switched Domestic LD InterState	\$0.0400	0	\$0.00
Switched Domestic LD IntraLata	\$0.0400	0	\$0.00
Switched Domestic LD IntraState	\$0.0400	0	\$0.00
Switched International LD US to International	\$0.4621	0	\$0.00
Switched International LD Canada to US	\$0.0657	0	\$0.00
Dedicated Domestic LD InterState	\$0.0400	0	\$0.00
Dedicated Domestic LD IntraLata	\$0.0590	0	\$0.00
Dedicated Domestic LD IntraState	\$0.0590	0	\$0.00
Dedicated International LD Canada to US	\$0.0250	0	\$0.00
Dedicated International LD US to International	\$0.4621	0	\$0.00
Total Usage Fees			\$0.00

Access Loop			
Dynamic IP T1	\$0.00	8	\$0.00
On Net T1	\$0.00	1	\$0.00
Business Lines			
Business Line Install	\$0.00	1	\$0.00
Data Accessories kit 2 Charge	\$0.00	1	\$0.00
Local Usage Rates			
LNP	\$1.25	1	\$1.25
Dynamic IP Services			
Data Accessories kit 1 Charge	\$0.00	1	\$0.00
Advanced Managed Router Install Charge	\$0.00	1	\$0.00
Dynamic IP Port Install	\$0.00	1	\$0.00
Emergency Contact Service Charge (E911)	\$0.00	1	\$0.00
Total Non Recurring Fees (NRC)			\$1.25

2995 LANSING AVE JACKSON, MI 49202-1653 US **Proposed with PAETEC a Windstream company**

	<u>Rate</u>	<u>Quantity</u>	<u>Total</u>
Access Loop			
Dynamic IP T1	\$0.00	1	\$0.00
Dynamic IP Services			
1.5 Mb Dynamic IP Port T1 SIP Features	\$150.00	1	\$150.00
FSLC Charge	\$7.20	3	\$21.60
20 DID Station Numbers	\$6.00	1	\$6.00
ADTRAN-TA908E Charge	\$30.20	1	\$30.20
Advanced Managed Router Charge	\$35.00	1	\$35.00

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Total Monthly Recurring Telecom Fees (MRC)	\$242.80
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Dedicated Long Distance Usage Rates			
Dedicated Long Distance Usage Rates LD InterState	\$0.0260	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraLata	\$0.0500	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraState	\$0.0500	0	\$0.00
Dedicated Long Distance Usage Rates Directory Assistance	\$1.9900	0	\$0.00
Dedicated Long Distance Usage Rates LD US to International	\$0.5300	0	\$0.00
Dedicated Long Distance Usage Rates LD Caribbean	\$0.3806	0	\$0.00
Dedicated Long Distance Usage Rates LD Canada	\$0.0268	0	\$0.00
Total Usage Fees			\$0.00

Access Loop			
Dynamic IP T1	\$0.00	1	\$0.00
Local Usage Rates			
LNP	\$1.25	1	\$1.25
Dynamic IP Services			
Data Accessories kit 2 Charge	\$0.00	1	\$0.00
Advanced Managed Router Install Charge	\$0.00	1	\$0.00
Dynamic IP Port Install	\$0.00	1	\$0.00
Total Non Recurring Fees (NRC)			\$1.25

518 N JACKSON ST JACKSON, MI 49201-1223 US **Proposed with PAETEC a Windstream company**

	<u>Rate</u>	<u>Quantity</u>	<u>Total</u>
Access Loop			
Dynamic IP T1	\$0.00	2	\$0.00
Dynamic IP Services			
3 Mb Dynamic IP Port T1 SIP Features	\$200.00	1	\$200.00
FSLC Charge	\$7.20	6	\$43.20
20 DID Station Numbers	\$6.00	2	\$12.00
ADTRAN-TA908E Charge	\$30.20	1	\$30.20
Advanced Managed Router Charge	\$40.00	1	\$40.00
Switched 1+			
National Access Charge - Multi-Line Business	\$3.48	2	\$6.96
Total Monthly Recurring Telecom Fees (MRC)			\$332.36

Dedicated Long Distance Usage Rates			
Dedicated Long Distance Usage Rates LD InterState	\$0.0260	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraLata	\$0.0260	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraState	\$0.0260	0	\$0.00

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Dedicated Long Distance Usage Rates Directory Assistance	\$1.9900	0	\$0.00
Dedicated Long Distance Usage Rates LD US to International	\$0.5300	0	\$0.00
Dedicated Long Distance Usage Rates LD Caribbean	\$0.3806	0	\$0.00
Dedicated Long Distance Usage Rates LD Canada	\$0.0268	0	\$0.00
Switched 1+			
Domestic LD Interstate	\$0.0400	0	\$0.00
Domestic LD IntraLata	\$0.0390	0	\$0.00
Domestic LD IntraState	\$0.0390	0	\$0.00
International LD US to International	\$0.5700	0	\$0.00
International LD Caribbean	\$0.4181	0	\$0.00
International LD Canada	\$0.0807	0	\$0.00
Directory Assistance	\$1.9900	0	\$0.00
Total Usage Fees			\$0.00

Access Loop			
Dynamic IP T1	\$0.00	2	\$0.00
Local Usage Rates			
LNP	\$1.25	1	\$1.25
Dynamic IP Services			
Data Accessories kit 2 Charge	\$0.00	1	\$0.00
Advanced Managed Router Install Charge	\$0.00	1	\$0.00
Dynamic IP Port Install	\$0.00	1	\$0.00
Total Non Recurring Fees (NRC)			\$1.25

740 E MANSION ST JACKSON, MI 49203-4437 US

Proposed with PAETEC a Windstream company

	Rate	Quantity	Total
Access Loop			
Dynamic IP T1	\$0.00	1	\$0.00
Dynamic IP Services			
1.5 Mb Dynamic IP Port T1 SIP Features	\$125.00	1	\$125.00
FSLC Charge	\$7.20	3	\$21.60
Compression	\$0.00	1	\$0.00
20 DID Station Numbers	\$6.00	1	\$6.00
ADTRAN-TA908E Charge	\$30.20	1	\$30.20
Advanced Managed Router Charge	\$35.00	1	\$35.00
Switched 1+			
National Access Charge - Multi-Line Business	\$0.01	1	\$0.01
Total Monthly Recurring Telecom Fees (MRC)			\$217.81

Dedicated Long Distance Usage Rates

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Dedicated Long Distance Usage Rates LD InterState	\$0.0300	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraLata	\$0.0300	0	\$0.00
Dedicated Long Distance Usage Rates LD IntraState	\$0.0300	0	\$0.00
Dedicated Long Distance Usage Rates Directory Assistance	\$1.9900	0	\$0.00
Dedicated Long Distance Usage Rates LD US to International	\$0.5300	0	\$0.00
Dedicated Long Distance Usage Rates LD Caribbean	\$0.3806	0	\$0.00
Dedicated Long Distance Usage Rates LD Canada	\$0.0268	0	\$0.00
Switched 1+			
Domestic LD Interstate	\$0.0400	0	\$0.00
Domestic LD IntraLata	\$0.0400	0	\$0.00
Domestic LD IntraState	\$0.0400	0	\$0.00
International LD US to International	\$0.5700	0	\$0.00
International LD Caribbean	\$0.4181	0	\$0.00
International LD Canada	\$0.0807	0	\$0.00
Directory Assistance	\$1.9900	0	\$0.00
Total Usage Fees			\$0.00

Access Loop			
Dynamic IP T1	\$0.00	1	\$0.00
Dynamic IP Services			
Data Accessories kit 2 Charge	\$0.00	1	\$0.00
Advanced Managed Router Install Charge	\$0.00	1	\$0.00
Dynamic IP Port Install	\$0.00	1	\$0.00
Total Non Recurring Fees (NRC)			\$0.00

Summary

Total Monthly Recurring Telecom Fees (MRC)	\$3,671.45
Total Usage Fees	\$0.00
Total Non Recurring Fees (NRC)	\$3.75

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Windstream Communications, Inc.

30800 Telegraph Road
Bingham Farms, MI 48025

248.530.2166
michael.metcalfe@paetec.com

**IP Simple
Equipment Quote**

****Pricing Valid for 30 Days****

Bill To:	Ship To:	Quote #	ISGQ50799
CITY OF JACKSON	CITY OF JACKSON	Date	10.23.12
161 W. MICHIGAN JACKSON, MI 49201	161 W. MICHIGAN JACKSON, MI 49201	ISG Rep	Michael.Metcalfe
		Dept.	
		F.O.B	Factory
		Term	84 MONTHS
		MRC (\$)	\$1,744.15

City Hall:

Allworx 48X with 130 VoIP Phones, 3 analog trunk ports, 5 FXS ports, 150 User Licenses, Multi-site, Call Assistant, Mobile Link, Call Queueing and SIP Trunking. Adtran PoE switches with Fiber Module & ACES. End-user and admin training.

Water Treatment:

Allworx 6X12 with 8 VoIP Phones, 6 analog trunk ports, 2 FXS ports, Multi-site, Call Assistant, Mobile Link and SIP Trunking. Adtran PoE switch with ACES. End-user and admin training.

Water Dept./DPW:

19 VoIP Phones, Adtran PoE switch with Fiber Module & ACES. End-user and admin training.

Waste Water Treatment:

Allworx 6X12 with 8 VoIP Phones, 6 analog trunk ports, 2 FXS ports, Multi-site, Call Assistant, Mobile Link and SIP Trunking. Adtran PoE switch with ACES. End-user and admin training.

Fire Dept.:

Allworx 6X with 13 VoIP Phones, 6 analog trunk ports, 2 FXS ports, 60 User Licenses, Multi-site, Call Assistant, Mobile Link, and SIP Trunking. Adtran PoE switch with ACES. End-user and admin training.

Spare Phones:

10 - VoIP Phones for spare

Line	Qty	Description
1		CITY HALL (with remote phones at Water Dept./DPW)
2		ALLWORX HARDWARE/SOFTWARE/MAINTENANCE
3	1	48x Phone System and Network Server for up to 48 users. Note: System is expandable up to 250 users. Includes two optional integrated T1/PRI interfaces with a solid state drive, 3 FXO ports and 5 FXS ports.
4	1	4-year Extended Hardware Warranty (First 90 days purchase)
5	1	Site Survey Charges for Allworx implementation
6	1	ALLWORX KEYCODE 48x/24x User Upgrade Option — Expand the Allworx 48x and 24x systems from 49 to 100 users
7	1	ALLWORX KEYCODE 48x/24x User Upgrade Option — Expand the Allworx 48x and 24x systems from 101 to 150 users
8	1	ALLWORX KEYCODE 48x/24x Software Option — Multi-Site Primary - Extend system features across multiple sites from the primary site to branch sites.
9	1	ALLWORX KEYCODE 48x/24x Software Option — Access your Allworx system via Mobile Link for iOS or Mobile Link for Android

Continued on Next Page....



Line	Qty	Description
10	1	ALLWORX KEYCODE 48x/24x Software Option — Call Assistant - A live answer position (e.g., attendant console) that runs on a PC and works in conjunction with Allworx phones (required when using Allworx Tapi Driver)
11	1	ALLWORX KEYCODE 48x/24x Software Option — Up to 10 queues for managing and distributing incoming calls
12	7	ALLWORX HARDWARE ANNUAL MAINTENANCE (TOTAL 5 YRS)
13		
14		PAETEC IP PHONES
15	10	Allworx branded 9224 IP phone — 24 programmable buttons (1 unit/box)
16	10	4-year Extended Hardware Warranty
17	10	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
18	10	Expansion unit for the Allworx 9224 phone adding 24 PFKs (Programmable Function Keys) per Tx unit. Up to three Tx units may be attached to each Allworx 9224 phone (1 unit/box)
19	10	4-year Extended Hardware Warranty
20	30	Allworx branded 9212L IP phone 12 programmable buttons with backlit display, no power supply
21	30	4-year Extended Hardware Warranty
22	30	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
23	90	Allworx branded 9202E IP Phone 2 call appearance buttons with duplex speakerphone and POE
24	90	4-year Extended Hardware Warranty
25	90	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
26		
27		POWER OVER ETHERNET SWITCHES TO POWER IP PHONES
28	1	Netvanta 1335 PoE Chassis EN
29	1	Aces 5X8XNBD 5YR
30	2	Aces Maintenance 5x8xnbnd
31	4	Netvanta 1238 POE Switch
32	4	5 Year ACES 1238
33	8	ACES 5x8xNBD 1YR
34	1	Netvanta 100Base-SX SFP Mod EN
35	1	SC TO LC FIBER CABLE
36		
37		
38		PROFESSIONAL SERVICES
39	1	SERVICE PBX INSTALLATION, DATA COLLECTION, PROGRAMMING & TRAINING
40		SubTotal \$1,206.26 PER MONTH
41		
42		WATER DEPT./DPW
43		PAETEC IP PHONES
44	12	Allworx branded 9212L IP phone 12 programmable buttons with backlit display, no power supply
45	12	4-year Extended Hardware Warranty
46	12	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
47	4	Allworx branded 9202E IP Phone 2 call appearance buttons with duplex speakerphone and POE
48	4	4-year Extended Hardware Warranty
49	4	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
50		
51		POWER OVER ETHERNET SWITCHES TO POWER IP PHONES
52	1	Netvanta 1335 PoE Chassis EN
53	1	Aces 5X8XNBD 5YR

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Line	Qty	Description
54	2	Aces Maintenance 5x8xnbd
55	1	Netvanta 100Base-SX SFP Mod EN
56	1	SC TO LC FIBER CABLE
57		
58		PROFESSIONAL SERVICES
59	1	SERVICE PBX INSTALLATION, DATA COLLECTION, PROGRAMMING & TRAINING
60		SubTotal \$103.87 PER MONTH
61		WATER TREATMENT
62		ALLWORX HARDWARE/SOFTWARE/MAINTENANCE
63	1	6x12 Phone System and Network Server for up to 12 users, some optional licenses are not supported. Supports use of max 2 generic SIP handsets.
64	1	4-year Extended Hardware Warranty (First 90 days purchase)
65	1	ALLWORX KEYCODE 6x Software Option — Multi-Site Branch - Extend more system features across multiple sites from the Primary site to branch sites
66	1	Site Survey Charges for Allworx Implementation
67	1	ALLWORX KEYCODE 6x Software Option — Access your Allworx system via Mobile Link for iOS or Mobile Link for Android
68	1	ALLWORX KEYCODE 6x Software Option — Call Assistant - A live answer position (e.g., attendant console) that runs on a PC and works in conjunction with Allworx phones (required when using Allworx TAPI
69	7	ALLWORX HARDWARE ANNUAL MAINTENANCE (TOTAL 5 YRS)
70		
71		PAETEC IP PHONES
72	4	Allworx branded 9212L IP phone 12 programmable buttons with backlit display, no power supply
73	4	4-year Extended Hardware Warranty
74	4	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
75	4	Allworx branded 9202E IP Phone 2 call appearance buttons with duplex speakerphone and POE
76	4	4-year Extended Hardware Warranty
77	4	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
78		
79		POWER OVER ETHERNET SWITCHES TO POWER IP PHONES
80	1	Netvanta 1335 PoE Chassis EN
81	1	Aces 5X8XNBD 5YR
82	2	Aces Maintenance 5x8xnbd
83		
84		PROFESSIONAL SERVICES
85	1	SERVICE PBX INSTALLATION, DATA COLLECTION, PROGRAMMING & TRAINING
86		SubTotal \$137.17 PER MONTH
87		
88		
89		WASTE WATER
90		ALLWORX HARDWARE/SOFTWARE/MAINTENANCE
91	1	6x12 Phone System and Network Server for up to 12 users, some optional licenses are not supported. Supports use of max 2 generic SIP handsets.
92	1	4-year Extended Hardware Warranty (First 90 days purchase)
93	1	ALLWORX KEYCODE 6x Software Option — Multi-Site Branch - Extend more system features across multiple sites from the Primary site to branch sites
94	1	Site Survey Charges for Allworx Implementation
95	1	ALLWORX KEYCODE 6x Software Option — Access your Allworx system via Mobile Link for iOS or Mobile Link for Android

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Line	Qty	Description
96	1	ALLWORX KEYCODE 6x Software Option — Call Assistant - A live answer position (e.g., attendant console) that runs on a PC and works in conjunction with Allworx phones (required when using Allworx TAPI)
97	7	ALLWORX HARDWARE ANNUAL MAINTENANCE (TOTAL 5 YRS)
98		
99		PAETEC IP PHONES
100	4	Allworx branded 9212L IP phone 12 programmable buttons with backlit display, no power supply
101	4	4-year Extended Hardware Warranty
102	4	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
103	4	Allworx branded 9202E IP Phone 2 call appearance buttons with duplex speakerphone and POE
104	4	4-year Extended Hardware Warranty
105	4	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
106		
107		POWER OVER ETHERNET SWITCHES TO POWER IP PHONES
108	1	Netvanta 1335 PoE Chassis EN
109	1	Aces 5X8XNBD 5YR
110	2	Aces Maintenance 5x8xnbnd
111		
112		PROFESSIONAL SERVICES
113	1	SERVICE PBX INSTALLATION, DATA COLLECTION, PROGRAMMING & TRAINING
114		SubTotal \$137.17 PER MONTH
115		
116		FIRE DEPT.
117		ALLWORX HARDWARE/SOFTWARE/MAINTENANCE
118	1	6x Phone System and Network Server for up to 30 users. Note: System is expandable up to 60 users. Includes 6 FXO ports and 2 FXS ports.
119	1	4-year Extended Hardware Warranty (First 90 days purchase)
120	1	Site Survey Charges for Allworx Implementation
121	1	ALLWORX KEYCODE 6x User Upgrade Option — Expand the Allworx 6x system from 31 to 60 users
122	1	ALLWORX KEYCODE 6x Software Option — Multi-Site Branch - Extend more system features across multiple sites from the Primary site to branch sites
123	1	ALLWORX KEYCODE 6x Software Option — Access your Allworx system via Mobile Link for iOS or Mobile Link for Android
124	1	ALLWORX KEYCODE 6x Software Option — Call Assistant - A live answer position (e.g., attendant console) that runs on a PC and works in conjunction with Allworx phones (required when using Allworx TAPI)
125	7	ALLWORX HARDWARE ANNUAL MAINTENANCE (TOTAL 5 YRS)
126		
127		PAETEC IP PHONES
128	3	Allworx branded 9212L IP phone 12 programmable buttons with backlit display, no power supply
129	3	4-year Extended Hardware Warranty
130	3	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
131	4	Allworx branded 9202E IP Phone 2 call appearance buttons with duplex speakerphone and POE
132	4	4-year Extended Hardware Warranty
133	4	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
134	1	Expansion unit for the Allworx 9224 phone adding 24 PFKs (Programmable Function Keys) per Tx unit. Up to three Tx units may be attached to each Allworx 9224 phone (1 unit/box)
135	1	4-year Extended Hardware Warranty
136	1	Allworx branded 9224 IP phone — 24 programmable buttons (1 unit/box)
137	1	4-year Extended Hardware Warranty

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Line	Qty	Description
138	1	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
139		
140		POWER OVER ETHERNET SWITCHES TO POWER IP PHONES
141	1	Netvanta 1335 PoE Chassis EN
142	1	Aces 5X8XNBD 5YR
143	2	Aces Maintenance 5x8xnbd
144		
145		PROFESSIONAL SERVICES
146	1	SERVICE PBX INSTALLATION, DATA COLLECTION, PROGRAMMING & TRAINING
147		SubTotal \$159.69 PER MONTH
148		
149		SPARE PHONES
150	5	Allworx branded 9212L IP phone 12 programmable buttons with backlit display, no power supply
151	5	4-year Extended Hardware Warranty
152	5	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
153	5	Allworx branded 9202E IP Phone 2 call appearance buttons with duplex speakerphone and POE
154	5	4-year Extended Hardware Warranty
155	5	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
156		SubTotal \$0.00 PER MONTH

Note 1: Utilization of existing cables and jacks unless otherwise agreed upon in writing.
Sales Tax TBD

Work required on cabling and jacks to be billed on a time and material basis after customer notification and agreement.

Note 2: Network assessments recommended for all VoIP equipment deployments. Quality of voice can be impacted without proper infrastructure. Customer's existing data LAN vendor will continue to manage customer's data infrastructure.

Note 3: Voice - Quality of Service can not be guaranteed outside of PAETEC's Network.

Note 4: The switching matrix supports 10/100 Meg, not Gig to the desktop.

Sales Tax *TBD*

Shipping *TBD*

**Non-Recurring
Charges (\$)**

**Monthly
Recurring
Charges (\$)**

Accepted by Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

Accepted by PAETEC

Signature: _____

Print Name: _____

Title: _____

Date: _____

This IP Simple Rental Quote forms a part of the Service Agreement between the Customer identified above and PAETEC Communications, Inc.. The Monthly Recurring Charges listed above are inclusive of the Minimum Monthly Fee of the Service Agreement for the initial term.

6. **Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.
7. **Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.
8. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.
9. **Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
10. **Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT http://www.windstream.com/legal/Google_Apps_Premier_Edition_License.pdf PRIOR TO USING THE RELEVANT SERVICES.** Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.
11. **American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT.** This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

14. Effect of Termination.

a. Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. Post-Installation- **CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED.** If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal *does not* include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY . CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.

16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S requirements OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

17. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

18. Confidentiality. Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.

19. Telephone Numbers. In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.

20. Miscellaneous. (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party.

CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES; (b)

Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles;

(c) Waiver of Jury Trial. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent. Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 20 survive after this Agreement ends; (i) Handwritten Changes: Handwritten changes are not binding on either party; (j) Use of Products in U.S. Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SERVICE SPECIFIC PROVISIONS:

For Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

For Private IP VPN Services only:

Encryption. For the IPsec Private IP-VPN Managed solution, Company shall provision and maintain the IPsec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

<u>Accepted By Customer</u>	<u>Authorized by PAETEC, a Windstream company</u>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by PAETEC if not signed and returned to PAETEC by the 28th day of January, 2013.

ADDITIONAL TERMS SCHEDULE

Opportunity # 612965, Quote # 804378

In addition to the terms and conditions contained in the Service Agreement ("Agreement") between PAETEC ("PAETEC") and City Of Jackson ("Customer") and all other schedules thereto, the following terms and conditions apply. These Additional Terms shall take precedence over any conflicting provision of the Agreement, including any conflicting provisions contained on the first page of the Agreement and/or any conflicting provisions contained in the Standard Terms and Conditions ("Standard Terms") or any other Agreement schedule, including those referenced on the PAETEC website.

- 1. Business Downturn.** At any time after the first year of the Term, the Minimum Monthly Fee may, upon negotiation of the parties, be reduced if and to the extent that Customer's usage decreases as a result of a material downturn in Customer's business or the sale or consolidation of Customer's business units, which either or both events cause a significant reduction in Customer's need for the telecommunications services provided hereunder. The total reduction to the Minimum Monthly Fee shall not exceed more than twenty percent of the original Minimum Monthly Fee. If applicable, Customer acknowledges that there will be a corresponding modification to Customer's equipment credit based on the reduced Minimum Monthly Fee. Customer may only invoke this clause one time during the term of the Agreement. Notwithstanding anything herein to the contrary, reduction to the Minimum Monthly Fee (if any) must pass PAETEC's profitability standards, in its sole and reasonable discretion, and shall not alter Customer's obligations to purchase Services for the Term of the Agreement. Customer shall not be permitted to invoke this clause in the event that Customer has diverted or plans to divert any of its traffic to another provider.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

<u>Accepted By Customer</u>	<u>Authorized by PAETEC, a Windstream company</u>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SERVICE LOCATION SUMMARY

Service Location Listing - Monthly Recurring Charges

Primary Billing Account City Of Jackson, #5313489

Quote # 804378

PAETEC Representative Ives Jr, William H

Rep ID 495925

Location Name & Service Address	Access	Voice	Integrated Voice & Data	Data	Equipment	Total
City Of Jackson 161 W MICHIGAN AVE, JACKSON, MI 49201-1315	\$0.00	\$344.61	\$672.80	\$1,784.15	\$76.92	\$2,878.48
City Of Jackson - Fire Department 518 N JACKSON ST, JACKSON, MI 49201-1223	\$0.00	\$6.96	\$255.20	\$40.00	\$30.20	\$332.36
City Of Jackson - Waste Water Treatment 2995 LANSING AVE, JACKSON, MI 49202-1653	\$0.00		\$177.60	\$35.00	\$30.20	\$242.80
City Of Jackson - Water Treatment Plant 740 E MANSION ST, JACKSON, MI 49203-4437	\$0.00	\$0.01	\$152.60	\$35.00	\$30.20	\$217.81
Total	\$0.00	\$351.58	\$1,258.20	\$1,894.15	\$167.52	\$3,671.45

The information set forth on this Service Location Listing sets forth the total Monthly Recurring Charge(s) ("MRC") for each Service Location covered under the Agreement. For the breakdown of MRC charges for each Service Location, along with site specific Usage Fees and Non-Recurring Fee(s) ("NRC"), please refer to the site specific Rate Schedule for each Service Location. By signing below, Customer acknowledges that it has received and reviewed the site specific Rate Schedule(s) to the Agreement, and agrees to the information set forth therein.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

<p><u>Accepted By Customer</u></p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><u>Authorized by PAETEC, a Windstream company</u></p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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RATE SCHEDULE

Opportunity # 612965, Quote # 804378

Location: City Of Jackson, 161 W MICHIGAN AVE, JACKSON, MI 49201-1315

Product	Product Category	Monthly Recurring Charge (MRC)	Monthly Recurring Quantity	Monthly Recurring Total	Non Recurring Quantity	Non Recurring Total
Business Line	Voice	\$5.00	11	\$55.00	1	\$0.00
ADTRAN-TA616 Charge	Equipment	\$18.00	1	\$18.00	1	\$0.00
FSLC Charge *	Voice	\$7.20	11	\$79.20	0	\$0.00
LNP Charge	Voice	\$0.00	0	\$0.00	1	\$1.25
Additional Directory Listing *	Voice	\$6.00	35	\$210.00	0	\$0.00
Toll-Free Access *	Voice	\$0.30	1	\$0.30	0	\$0.00
Dynamic IP T1	Access	\$0.00	8	\$0.00	1	\$0.00
On Net T1	Access	\$0.00	1	\$0.00	1	\$0.00
National Access Charge - Multi-Line Business *	Voice	\$0.01	11	\$0.11	0	\$0.00
Emergency Contact Service Charge (E911)	Voice & Data	\$10.00	1	\$10.00	1	\$0.00
12 Mb Dynamic IP Port T1 SIP Features	Voice & Data	\$400.00	1	\$400.00	0	\$0.00
Dynamic IP T1 Port Charge	Voice & Data	\$0.00	0	\$0.00	1	\$0.00
Compression	Voice & Data	\$0.00	8	\$0.00	0	\$0.00
20 DID Station Numbers *	Voice & Data	\$6.00	15	\$90.00	0	\$0.00
ADTRAN-NET 4430-8T1 Charge	Equipment	\$58.92	1	\$58.92	1	\$0.00
IP Simple Rental without Router Charge++	Data	\$1,744.15	1	\$1,744.15	0	\$0.00
Advanced Managed Router Charge	Data	\$40.00	1	\$40.00	1	\$0.00
FSLC Charge	Voice & Data	\$7.20	24	\$172.80	0	\$0.00
		TOTAL		\$2,878.48		\$1.25

Usage Bundles

Bundle	Minute Quantity	Toll			Inbound 8xx		
		In State	Regional	Out of State	In State	Regional	Out of State
Integrated LD Bundle ****	5,000	X	X	X	X	X	X

Usage Rates

Usage Type	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.0260 ¹	0.0300 ¹	6 sec	6 sec	2 digit †
In State Long Distance Charges	0.0260 ¹	0.0300 ¹	6 sec	6 sec	2 digit †
Out of State Long Distance Charges	0.0260 ¹	0.0300 ¹	6 sec	6 sec	2 digit †
Canadian Long Distance Charges*	Standard International ¹	Standard International ¹	6 sec	6 sec	2 digit †
Caribbean Long Distance Charges*	Standard International ¹	Standard International ¹	30 sec	6 sec	2 digit †
International Long Distance Charges*	Standard International ¹	Standard International ¹	30 sec	6 sec	2 digit †
International 8XX Charges - US to International*	Silver ¹	Silver ¹	30 sec	6 sec	2 digit †
In State 8XX Charges	0.0590 ¹	0.0400 ¹	6 sec	6 sec	2 digit †
Regional 8XX Charges	0.0590 ¹	0.0400 ¹	6 sec	6 sec	2 digit †
Canadian 8XX Charges*	0.0250 ¹	0.0657 ¹	6 sec	6 sec	2 digit †
Out of State 8XX Charges*	0.0400 ¹	0.0400 ¹	6 sec	6 sec	2 digit †
Long Distance Directory Assistance Charges*	1.9900 ²	1.9900 ²			

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal. If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) . For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

++ The IP Simple Rental equipment provided to Customer hereunder is further detailed in quote# ISGQ50799, which is attached to this Agreement and incorporated herein by this reference. Additional terms and conditions applicable to the IP Simple Rental equipment provided hereunder are located at <http://www.paetec.com/about-us/notice/terms-conditions.html> and are incorporated into and form a binding part of this Agreement. Such terms may be modified by PAETEC without notice, and such modifications will be binding on Customer and effective upon posting at <http://www.paetec.com/about-us/notice/terms-conditions.html>.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

**** The monthly recurring charges for Customer's loop access circuit(s) includes 1+ and 8xx, IntraLATA, IntraState and InterState long distance usage capped at a cumulative total over all circuit(s) of 5,000 minutes per month. The Dedicated per minute rates set forth in the "Usage Rates" section in this Rate Schedule shall apply to any usage in excess of the cap during a given month.

Location: City Of Jackson - Fire Department, 518 N JACKSON ST, JACKSON, MI 49201-1223

Product	Product Category	Monthly Recurring Charge (MRC)	Monthly Recurring Quantity	Monthly Recurring Total	Non Recurring Quantity	Non Recurring Total
3 Mb Dynamic IP Port T1 SIP Features	Voice & Data	\$200.00	1	\$200.00	0	\$0.00
Dynamic IP T1 Port Charge	Voice & Data	\$0.00	0	\$0.00	1	\$0.00
20 DID Station Numbers *	Voice & Data	\$6.00	2	\$12.00	0	\$0.00
ADTRAN-TA908E Charge	Equipment	\$30.20	1	\$30.20	1	\$0.00
Advanced Managed Router Charge	Data	\$40.00	1	\$40.00	1	\$0.00
FSLC Charge	Voice & Data	\$7.20	6	\$43.20	0	\$0.00
Dynamic IP T1	Access	\$0.00	2	\$0.00	1	\$0.00
LNP Charge	Voice	\$0.00	0	\$0.00	1	\$1.25
National Access Charge - Multi-Line Business *	Voice	\$3.48	2	\$6.96	0	\$0.00
TOTAL				\$332.36		\$1.25

Usage Rates					
Usage Type	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.0260 ¹	0.0390 ¹	6 sec	6 sec	2 digit †
In State Long Distance Charges	0.0260 ¹	0.0390 ¹	6 sec	6 sec	2 digit †
Out of State Long Distance Charges	0.0260 ¹	0.0400 ¹	6 sec	6 sec	2 digit †

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Location: City Of Jackson - Waste Water Treatment, 2995 LANSING AVE, JACKSON, MI 49202-1653

Product	Product Category	Monthly Recurring Charge (MRC)	Monthly Recurring Quantity	Monthly Recurring Total	Non Recurring Quantity	Non Recurring Total
1.5 Mb Dynamic IP Port T1 SIP Features	Voice & Data	\$150.00	1	\$150.00	0	\$0.00
Dynamic IP T1 Port Charge	Voice & Data	\$0.00	0	\$0.00	1	\$0.00
20 DID Station Numbers *	Voice & Data	\$6.00	1	\$6.00	0	\$0.00
ADTRAN-TA908E Charge	Equipment	\$30.20	1	\$30.20	1	\$0.00
Advanced Managed Router Charge	Data	\$35.00	1	\$35.00	1	\$0.00
FSLC Charge	Voice & Data	\$7.20	3	\$21.60	0	\$0.00
LNP Charge	Voice	\$0.00	0	\$0.00	1	\$1.25
Dynamic IP T1	Access	\$0.00	1	\$0.00	1	\$0.00
TOTAL				\$242.80		\$1.25

Usage Rates

Usage Type	Dedicated Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.0500 [†]	6 sec	6 sec	2 digit †
In State Long Distance Charges	0.0500 [†]	6 sec	6 sec	2 digit †

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Location: City Of Jackson - Water Treatment Plant, 740 E MANSION ST, JACKSON, MI 49203-4437

Product	Product Category	Monthly Recurring Charge (MRC)	Monthly Recurring Quantity	Monthly Recurring Total	Non Recurring Quantity	Non Recurring Total
1.5 Mb Dynamic IP Port T1 SIP Features	Voice & Data	\$125.00	1	\$125.00	0	\$0.00
Dynamic IP T1 Port Charge	Voice & Data	\$0.00	0	\$0.00	1	\$0.00
Compression	Voice & Data	\$0.00	1	\$0.00	0	\$0.00
20 DID Station Numbers *	Voice & Data	\$6.00	1	\$6.00	0	\$0.00
ADTRAN-TA908E Charge	Equipment	\$30.20	1	\$30.20	1	\$0.00
Advanced Managed Router Charge	Data	\$35.00	1	\$35.00	1	\$0.00
FSLC Charge	Voice & Data	\$7.20	3	\$21.60	0	\$0.00
Dynamic IP T1	Access	\$0.00	1	\$0.00	1	\$0.00
LNP Charge	Voice	\$0.00	0	\$0.00	1	\$0.00
National Access Charge - Multi-Line Business *	Voice	\$0.01	1	\$0.01	0	\$0.00
TOTAL				\$217.81		\$0.00

Usage Rates

Usage Type	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.0300 [†]	0.0400 [†]	6 sec	6 sec	2 digit †
In State Long Distance Charges	0.0300 [†]	0.0400 [†]	6 sec	6 sec	2 digit †
Out of State Long Distance Charges	0.0300 [†]	0.0400 [†]	6 sec	6 sec	2 digit †

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

VoIP NOTIFICATION

IMPORTANT CUSTOMER INFORMATION REGARDING EMERGENCY SERVICES - 911 DIALING

Introduction: You have, or are about to, purchase or subscribe to PAETEC's, a Windstream company, Dynamic IP service. This service, also known as Voice over Internet Protocol service, is referred to as "VoIP" and/or its product name, "Dynamic IP" and is collectively hereinafter referred to as the "VoIP Service."

Description of 911-Type Dialing Capabilities

PAETEC does offer E911 dialing service within PAETEC VoIP-serviceable areas in the U.S. When you dial 911, your call is routed from the PAETEC network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the address that you listed at the time of activation.

Power Failure, Disruptions or Suspension of Your Account

You acknowledge and understand that 911 dialing may not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the VoIP Service and 911-type dialing **MAY NOT** function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the VoIP Service or 911 dialing. You also understand that service outages or suspension or termination of service by PAETEC may prevent ALL Service including 911-type dialing. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues may prevent ALL Service, including 911-type dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage may prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Notification.

Limitation of Liability and Indemnification

You acknowledge and understand that PAETEC's liability is limited for any VoIP Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Notification and PAETEC's Standard Terms and Conditions of service and/or any applicable service specific terms and conditions. You agree to defend, indemnify, and hold harmless PAETEC, its officers, directors, employees, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's service relating to the absence, failure or outage of the VoIP Service, including 911-type dialing and/or inability of Customer or any third person or party or user of Customer's service to be able to dial 911 or to access emergency service personnel.

Failure to Designate the Correct Physical Address When Activating 911-type Dialing

Failure to provide the current and correct physical address and location by following the instructions from the designated PAETEC representative will result in any 911 communication you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

Telephone Number Identification

At this time in the technical development of PAETEC 911-type dialing, it is possible for the Public Safety Answering Point ("PSAP") and the local emergency personnel to identify your phone number when you dial 911, provided the customer provides the correct information in the initial Service set-up stage. PAETEC's system is configured in most instances to send the automatic number identification ("ANI"); however, the PSAP itself must be able to receive the information and pass it along properly. PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the VoIP Service is not operational for any reason, including without limitation those listed elsewhere in this Notification.



APPLICATION FOR CREDIT

Representative: Ives Jr, William H
Representative Phone: 810-600-2093

CUSTOMER INFORMATION

Customer Name: City Of Jackson Tax Exempt Status: _____
 Federal Tax ID or SS Number: EMR: \$3,671.45
 Billing Address: 161 W MICHIGAN AVE Years In Operation: _____
 Number Of Employees: _____
 City: JACKSON
 State: MI Zip: 49201-1315 Business Structure: _____
 Nature Of Business: _____

PARENT COMPANY (If Applicable)

Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

CUSTOMER CONTACT INFORMATION

Contact Name: Lori Lewis AP Contact Name: _____
 Contact Phone: 517-768-6387 AP Contact Phone: _____
 Contact Fax: _____ AP Contact Fax: _____
 Contact Email: _____ AP Contact Email: _____
 Principal/Partner/Officer Full Name: _____ Title: _____

BANK REFERENCE

Bank Name: _____
 Address: _____ Bank Contact Name: _____
 City: _____ Bank Contact Phone: _____
 State: _____ Bank Contact Fax: _____
 Zip: _____ Account Number: _____

TRADE REFERENCES

<u>Vendor</u>	<u>Account Number</u>	<u>Phone</u>	<u>Fax</u>	<u>Contact</u>
1. _____	_____	_____	_____	_____
Address: _____				
2. _____	_____	_____	_____	_____
Address: _____				
3. _____	_____	_____	_____	_____
Address: _____				

Current Local Telco: _____ Current LD Carrier: _____

Authorization

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize PAETEC, a Windstream company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.

Accepted By Customer

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____



PAETEC COMMUNICATIONS, INC. LETTER OF AUTHORIZATION

I am the Customer of Record or the Authorized Representative responsible for payment for each of the telephone numbers listed herein. I appoint PAETEC Communications, Inc., on behalf of itself and its affiliates* ("PAETEC") a Windstream company to act as my agent for the purpose of collecting account information (including service records and equipment listings) and implementing the change(s) authorized on this document and to investigate my credit history to the full extent permitted by applicable law. I understand that I may only select one local exchange carrier and one primary interexchange carrier for any one telephone number for the services selected below. Further, I understand that my current local exchange provider may charge a per-line fee for changing long distance carriers. Other charges for switching local exchange carriers may apply.

When accompanied by a signed service agreement, I authorize PAETEC to act as my agent for the purposes of coordinating, ordering, and/or converting of the specific telecommunications service(s) that my existing telecommunications carrier(s) provide to me. I hereby authorize the change of my telecommunications carrier(s) from that/those which I am currently using to PAETEC for each of the service types that I have designated below and in my service agreement. This includes without limitation the removal, addition, rearrangement or conversion of those telecommunications services to PAETEC. I acknowledge that I must not cancel service with my current provider until the port process to PAETEC is complete. To the extent I have any duplication of service with my current provider, I understand that I am responsible for canceling such service with my current provider upon completion of service activation with PAETEC.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS ("BTNs and all associated telephone numbers") IN TABLE 2 BELOW OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA; THEN MARK EITHER TABLE 1 OR COMPLETE THE REMAINDER OF THE BLOCKS IN TABLE 2.

I hereby select PAETEC as my primary provider of:

(1) ALL of the services selected in Table 1 below for all the BTNs listed in Table 2 below:

Table 1

Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
<input type="checkbox"/>				

OR

(2) on a per line basis, only the selected services for the following BTNs:

Table 2

BTN (Billed Telephone Number) (use additional sheets for more BTNs)	Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY THE CUSTOMER.

Authorized Customer Signature: _____		Date: _____	
Customer Name:	City Of Jackson	Telephone Number:	_____
Customer Address:	161 W MICHIGAN AVE	Federal Tax ID Number:	_____
City, State, Zip:	JACKSON, MI 49201-1315	D.B.A (if applicable):	_____

*or the following Windstream companies: US LEC CORP. d/b/a PAETEC Business Services; US LEC COMMUNICATIONS L.L.C.. d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA L.L.C. d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF TENNESSEE L.L.C. d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services, PAETEC Communications of Virginia, Inc., McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services and McLeodUSA Information Services, L.L.C.; Intellifiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PATEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc d/b/a PAETEC Business Services.



TOLL FREE LETTER OF AGENCY

PAETEC ("PAETEC")¹ now part of Windstream, has authorization for the management and administration of Customer's Toll-Free number(s) listed below. The undersigned toll free number holder ("the holder") appoints PAETEC as the Responsible Organization ("RESP ORG") for the toll free numbers listed below, and authorizes PAETEC to make any revisions to the information provided below as may be necessary to effect the intended transfer. The holder attests that it is the exclusive end-using subscriber of such toll free numbers and releases from liability any person to whom this letter is provided for carrying out the requested transfer of RESP ORG designation, as specified herein.

Toll Free Number:	Rings to:	Toll Free Number:	Rings to:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Customer must provide the following information exactly as it appears on Customer's most recent bill copy:

City Of Jackson

 Business Name (the "holder")

161 W MICHIGAN AVE

 (Current Billing Street Address)

JACKSON, MI 49201-1315

 (City, State and Zip)

Customer agrees to pay all charges for toll-free service and any additional charges billed by previous provider(s) of service(s). The undersigned has read this LOA form and by his/her signature acknowledges receipt of a copy of this form and agrees to the terms and conditions outlined herein. Customer retains full liability for publication or distribution of a number prior to connection of the service to the proper facility.

_____	_____
Authorized Signature	Date

Print Authorized Name	

Title	Phone Number

For RESP ORG use only:			Current RESP ORG:
Requested Transfer Date:	Time:	AM/PM:	

¹ Or one of these Windstream companies: PAETEC Communications, Inc; McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services; McLeodUSA Information Services, Inc; US LEC COMMUNICATIONS LLC d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA LLC d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF TENNESSEE LLC d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services and PAETEC Communications of Virginia, Inc., Intellifiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PATEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc d/b/a PAETEC Business Services.



The apex of business communication.

About Us Request Info Let's Partner Resources Purchase

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Allworx Advantage

The Advantage
New Releases
Buyer Protection

Phone Systems

Overview
Allworx 48x
Allworx 6x
Allworx 6x12
Allworx Px 6/2 Expander

IP Phones

Overview
Allworx 9202E
Allworx 9204 / 9204G
Allworx 9212 / 9212L
Allworx 9224
Allworx Tx 92/24 Expander

Software Features

Overview
Advanced Multi-Site
Automatic Call Distribution
Call Assistant
Conference Center
Dual Language Support
Mobile Link
TAPI
VPN

Support

Overview
Resources
Install Overview
Technical Training
Warranty & Upgrade

Portal Login

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Allworx Corp.

300 Main St.
East Rochester, NY 14445

Phone: 585.421.3850
Fax: 585.421.3853

1-866-ALLWORX

Allworx 9212L and 9212 IP Phones

Phone Features

With 12 programmable function keys and supporting up to 12 line appearances, both the 9212 and 9212L are powerhouse communications tools. These phones can be programmed for any combination of PBX Call Appearance, Key System Line Appearance, Queue Appearance, speed dialing, direct station dialing and busy lamp field.

The 9212 is a sophisticated and flexible state-of-the-art IP phone designed for the business user who needs rich features, a friendly user interface, and superb voice quality. The Allworx 9212L is the newest extension to the complete family of backlit phones. The vibrant, high resolution full backlit display is at the heart of the Allworx 9212L.

Key Features

- Huge and easy to read 192x64 graphical display
9212L has a high resolution full backlit display with adjustable brightness
12 programmable function keys
Supports up to 12 line appearances
4 Soft Keys
High-Fidelity Voice Handset
Reversible handset hook
Dedicated Park and Hold feature keys
RJ-11 headset port
Navigation keys
Power over Ethernet (PoE)
Visual Ring Indicator
10/100 Ethernet switch
Hearing aid compatible
Speakerphone
Dedicated presence button
Adjustable stand/wall mountable
9212L is supported with System Software 7.3 and beyond

More Info Specs



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Allworx Advantage

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- Allworx 6x
- Allworx 6x12
- Allworx Px 6/2 Expander

IP Phones

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- Allworx 9204 / 9204G
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Allworx 9224 IP Phone

Phone Features

The Allworx 9224 is today's premier high-fidelity IP phone bringing the latest advancements in IP telephony to today's business leaders. Supporting between 24 to 96 programmable function keys (PFKs) with the additional Tx 92/24 Expander units, the Allworx 9224 can deliver a multitude of call appearances, line appearances, speed dials, busy lamp fields and an array of other functions.

This well-designed and stylish phone is the ideal solution for everyone from executives who make and receive a high volume of calls to receptionists who must monitor a huge number of lines all day long. The intuitive design of the Allworx 9224 allows users to upgrade from their old key system with ease – no retraining is necessary.

Key Features

- Huge and easy to read 192x64 graphical backlit display
- 24 programmable function keys
- Supports up to 24 line appearances
- 4 Soft Keys
- High-Fidelity Voice Handset
- Reversible handset hook
- Dedicated Park and Hold feature keys
- RJ-11 headset port
- Navigation keys
- Power over Ethernet
- Visual Ring Indicator
- Ethernet switch
- Hearing aid compatible
- Speakerphone
- Dedicated presence button
- Adjustable stand/Wall mountable

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[Specs](#)



Image of the Allworx 9224 IP phone, showing the handset and base with various buttons and a display screen.



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Allworx 9202E IP Phone

Phone Features

This model complements the existing phone family, providing a **powerful entry-level solution** to users of the Allworx IP communications system and setting new price and performance benchmarks.

The Allworx 9202E has a sleek, compact design and is extremely easy to use. With its contemporary, minimalist design approach, it is the perfect solution for customers who need high level functionality in a low traffic environment, where desk space is at a premium, without the associated high price point.

Key Features

- Compact size fits neatly on your desk
- 2 Call Appearance buttons
- Easy-to-read 128 x 36 display
- 10/100 Switch
- Power over Ethernet (PoE)
- Full-duplex speakerphone
- Wall mountable
- Visual Ringing and off hook status indicator
- Plug-and-play headset connectivity
- 9202E is supported with System Software 7.4 and beyond

[More Info](#)

[Specs](#)



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Allworx® Software Features



Advanced options for improved communications.

Allworx provides a wide range of software feature options to help your business increase its productivity, efficiency and customer response.

Supercharge your phone system with these **advanced software features**:

- ▶ Advanced Multi-Site
- ▶ Automatic Call Distribution
- ▶ Call Assistant™
- ▶ Conference Center™
- ▶ Dual Language Support
- ▶ Mobile Link
- ▶ TAPI TSP Driver

Allworx® Automatic Call Distribution

Allworx Automatic Call Distribution is a robust call center solution, allowing you to distribute queued calls in linear priority, round robin, longest idle and ring all styles — a different style for each and every call center need!

With Automatic Call Distribution, you can instantly manage all the important configurations of each call queue while also tracking an array of beneficial queue statistics on the performance of both individual agents and each individual queue.

Diverse distribution methods

Allworx Automatic Call Distribution supports three different ACD style call distribution methods, as well as one traditional style call distribution method.

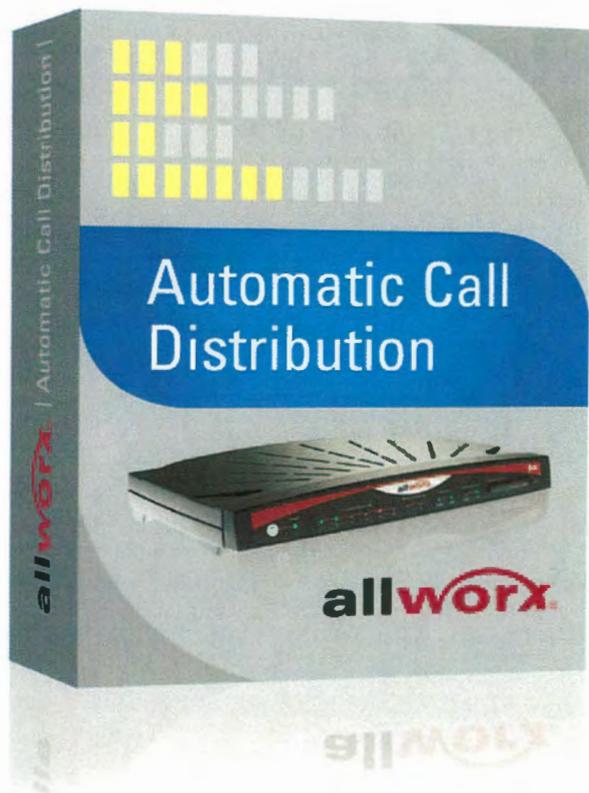
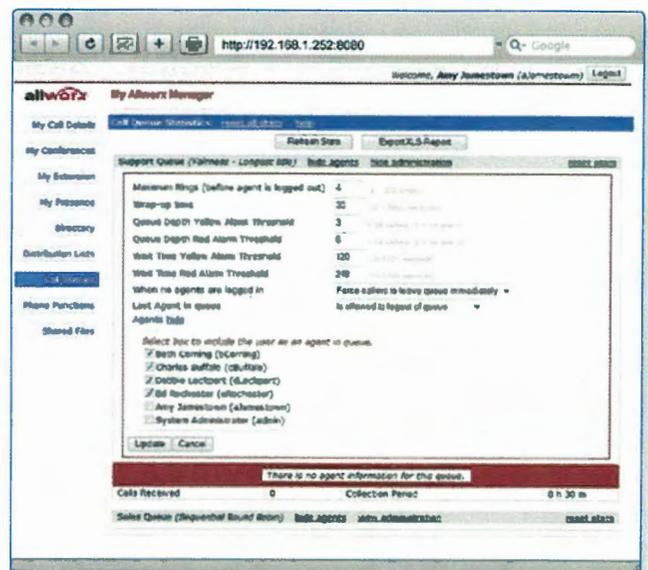
ACD distribution methods

- ▶ **Linear priority** – Also known as Favorite Agent, distributes calls based on a strict linear ordered priority as determined by the queue administrator. As each call comes in, it is distributed to the first user on the list who is logged in and available.
- ▶ **Round robin** – Distributes calls in a circular manner to each logged in user so that the same quantity of calls is distributed to each. If the next agent that is scheduled to service a call is already busy when their turn comes up, their place on the list will be adjusted downward so that it is the first one attempted for the next available call. This mode is popular for queues which require distributing equal numbers of calls to salespersons.
- ▶ **Longest idle** – Distributes calls in a fashion that assures all logged in users spend approximately the same amount of time on the phone. This mode is popular for service and support queues where all agents have the same capability set and it is desired that the workload is shared evenly among all agents in the queue.

Traditional distribution method

- ▶ **Ring all** – Rings all stations logged into a queue simultaneously if there are any callers pending in the queue.

ACD Admin screen



Flexible queuing options

Automatic Call Distribution supports up to 10 queues with 16 calls per queue and 32 calls across all queues at any time when using an Allworx 48x or 10 queues of 8 calls per queue and 16 calls across all queues at any time when using an Allworx 6x.

- ▶ **Visual indicators** – Allworx phones indicate the status of the queue line through variations in the color and blinking of Programmable Function Keys.
- ▶ **Custom greetings** – Record your own custom initial and recurring greeting for each queue.
- ▶ **Wait notification** – Callers in queue will hear relaxing system hold music (customer provided) or a custom message played at programmed intervals.
- ▶ **Descriptive queue names** – Assign each queue a descriptive name to appear whenever drop down menus are available, or to identify which queue is ringing on your phone, making answering correctly a breeze.
- ▶ **Programmable function keys** – As an agent, Allworx phones can be set so that specific keys light up to represent specific call queues, making it easy to identify which queues they are servicing. For maximum flexibility, users can also use these keys to log in and log out of their assigned queues.
- ▶ **Alert settings** – As a supervisor, each phone can be set to respond to queue conditions differently with yellow and red alerts, as well as an alert tone, after callers have exceeded a user-specified time period. Calls can be directed to managers or co-workers if the wait time becomes too long, or too many calls are in queue at any given time.

Call queue statistics

Track detailed statistics on the performance of individual agents as well as on each call queue within the system. Statistics can be monitored in real time, after the fact, or exported into Microsoft Excel. This ability to track statistics allows you to identify unique calling trends within your call center and thus better manage your call distribution and tracking.

- ▶ **Per queue statistics**
 - Total agent time
 - Total call time
 - Call efficiency
 - Average time to service
 - Collection period
 - Received
 - Serviced
 - Abandoned (short)
 - Abandoned (long)
 - Abandoned (total)
 - Exit key pressed
 - Timed out
 - Call volume
 - Total wait time
 - Longest answer time
 - Maximum calls in queue
 - Average hold time before abandoned
- ▶ **Per agent statistics²**
 - Average call time
 - Serviced calls
 - Missed calls
 - Total service time
 - Average service time
 - Average answer time
 - Longest answer time
 - Total time logged into queue
 - Load factor

Dynamic management

All queues within the system are overseen by an administrator while each individual queue is managed dynamically by a defined supervisor through a user-friendly software interface. Settings are configurable on a per queue basis. They include, but are not limited to, the following:

- ▶ Choose between three ACD distribution methods, including linear priority, round robin and longest idle, or the traditional ring all distribution method.
- ▶ Assign each queue a descriptive name.
- ▶ Add, remove and sort agents eligible for a queue.
- ▶ Set the number of seconds between which status update messages are played for callers waiting in a queue.
- ▶ Determine whether a call is routed to another queue, sent to an Auto Attendant, sent to a specific extension, or sent to a specific Voicemail Box once it reaches the maximum queue wait time.
- ▶ View, export or reset the tracking statistics for each agent associated with each ACD-enabled queue.

Supervisor Management screen

The screenshot shows the Allworx Supervisor Management interface. The main content area displays a table of call queue statistics for four queues: Support Queue, Backoffice, Lockport, and Bellville. Each queue's statistics are presented in a grid format with columns for 'Agent Status', 'Queue Name', and 'Queue Statistics'. The 'Queue Statistics' column is further divided into 'Total Serviced', 'Total Service Time', 'Longest Answer Time', and 'Total Logged In Time'. Below the queue statistics, there is a summary section for 'Calls Received' and 'Collection Period'.

Queue Name	Agent Status	Queue Statistics
Support Queue (Support)	Agent Status	Total Serviced: 3
	Average Service Time: 20 s	Total Service Time: 1 m 42 s
	Average Answer Time: 2 s	Longest Answer Time: 6 s
	Total Missed: 0	Total Logged In Time: 9 m 44 s
	Load Factor: 0%	
Backoffice (Logged Out)	Agent Status	Total Serviced: 3
	Average Service Time: 1 m 50 s	Total Service Time: 5 m 31 s
	Average Answer Time: 2 s	Longest Answer Time: 11 s
	Total Missed: 0	Total Logged In Time: 20 m 34 s
	Load Factor: 2%	
Lockport (Logged Out)	Agent Status	Total Serviced: 6
	Average Service Time: 1 m 3 s	Total Service Time: 6 m 19 s
	Average Answer Time: 7 s	Longest Answer Time: 16 s
	Total Missed: 0	Total Logged In Time: 29 m 25 s
	Load Factor: 37%	
Bellville (Idle)	Agent Status	Total Serviced: 6
	Average Service Time: 1 m 35 s	Total Service Time: 9 m 35 s
	Average Answer Time: 6 s	Longest Answer Time: 12 s
	Total Missed: 0	Total Logged In Time: 27 m 49 s
	Load Factor: 45%	
Calls Received: 22		Collection Period: 27 m 28 s
Average Time to Service: 1 m 17 s		Calls Serviced: 16
Abandoned (short): 5		Abandoned (long): 2
Exit Key Pressed: 1		Timed Out: 0
Total Wait Time: 18 m 24 s		Longest Wait Time: 2 m 48 s
Maximum Calls In Queue: 3		Average Hold Time before abandoned: 46 s
Call Volume (calls per hour): 1.00		Total Agent Time: 23 m 7 s
Total Call Time: 42 m 21 s		Caller Efficiency: 122%
Average Agent Time: 1 m 17 s		Average Call Time: 2 m 30 s

Allworx® Call Assistant™

Call Assistant is a PC-based answering position and personal call management tool that brings the power of enterprise call processing directly to your business.

Call Assistant allows operators, receptionists or individual users (both local or remote) to monitor the state of every line and every handset in an elegant and easy-to-use application. Every user on an Allworx system can effectively process calls by answering, transferring, parking or sending to voicemail. Users can view all call activity across the system including every call queue¹, parked calls, monitors, and their own call history. In addition, any current call on a Call Assistant user's phone can be easily recorded using the Call Recording feature. Call Assistant is a fully integrated, Windows-based PC software tool with an intuitive interface designed to work in combination with any Allworx IP phone.

Key benefits

- ▶ Comprehensive call management and call processing
- ▶ Easy-to-use graphical user interface
- ▶ Status for every line and handset on system(s)
- ▶ "Drag-and-drop" capability for transferring calls
- ▶ Record user's calls and save as a WAV file
- ▶ Easy access to all standard call functions
- ▶ Monitor active system calls with Active Calls tab
- ▶ Seamless integration with any Allworx phone
- ▶ Quick and easy installation
- ▶ Visibility of SIP trunks, digital, and traditional Central Office (CO) phone lines
- ▶ TAPI (supported separately with Call Assistant license)¹

How it works

The Call Assistant screen has three work areas, each of which display call information and expedite call handling.

My Calls shows all calls currently being handled at the user's extension.

Outside Lines show the status of both VoIP and CO lines.

Switchboard shows every users' handsets with status indicators, as well as tabs to display status of other functions.

My Calls

Every incoming or outgoing call associated with the user's extension appears in the My Calls area.

This area shows the status of a call (Ringing, Active, Record, On Hold, Parked, Ended), caller ID, additional information about the call (such as phone number) and elapsed time.

Many actions can be initiated on these calls, such as Record, Answer, Release, Hold, Transfer and Park. See Task Bar for more information.

Status	Call	Line/Type	Time
	Asberry, T (95852485229)	Line 5	10:38
P	Jeff Hammond (126)	Parked on 701	03:21
	A1 Landscaping (9585444321...	(HOLD) Line 3	02:18
P	Stable, Benjamin (95554443...	Parked on 702	02:13
	Tech Support	Queue	00:05
	Bob Smith (162)	Jane's Line 1	00:04
	Fortune	Line 6	00:03
	ACC	Sales Support	00:02
	Company Operator	Call Monitor	00:01

Outside Lines

Sales Support Company Operator Line 1 -- Main Office

Line 2 Line 3 Line 4

Line 5 Line 6 Ohio Office

1-800-555-1000 Tech Support

Current user: Jane Hanson, Ext. 101

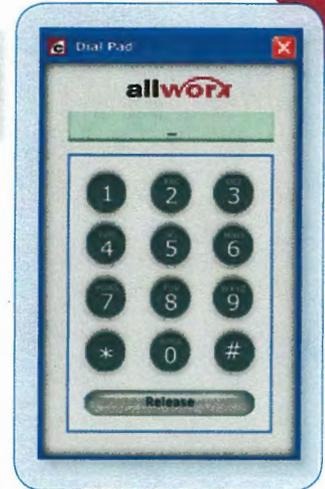
Outside Lines

All VoIP and traditional CO lines which have been designated for this user show up in the Outside Lines area.

Each line shows status through the use of color: green indicates Ringing, red indicates Active and gray indicates Idle. Caller ID information will appear as a fly-over when user places their mouse over an Active or Ringing Outside Line button. Calls can be initiated or answered using these buttons.

Switchboard

The Switchboard is a multifunctional, interactive area designed to display Directory and other system information. Selecting only the tabs you want to view will lead to screens dedicated to Auto Attendants, Call Queues, Parked Calls, Call Monitors, Call History, Active Calls, and a customizable Favorites tab.



Intercom Page Start/Stop Record Options Help Dial New call Clear

Switchboard

allworx

Directory	Auto Attend	Parked Calls	Queues	Monitors	Call History	Active Calls	Favorites
Ext Name	Ext Name	Ext Name	Ext Name	Ext Name	Ext Name	Ext Name	Ext Name
01 Jane Hanson	122 Paul Reed Smith	143 Gary Winn	164 Toralee Jones				
02 John Arrow	123 Abe Johnson	144 Winslow, Brian	165 Pat Edwards				
03 Ashley Winn	124 Thomas Stevens...	145 Gordon Erickson	166 Maggie				
04 Amy Robertson	125 Amber	146 Garage	167 Jane Drew				
05 Ralph Caruso	126 Jeff Hammond	147 Security	168 Rolf Ingstadt				
06 Stan Smead	127 Ann James	148 Ann Adams	169 Irene Wright				
07 Sue Ventas	128 May Hancock	149 Leslie Jones	170 Rett Smith				
08 Albert Jones	129 Paul Rowland	150 Mike Jacobs	171 Seattle Office				
09 Daryl's Office	130 Ben's Office	151 Travel Office	172 London Office				
10 Daryl Smith	131 Ben's Remote	152 Dick Chase	173 Panama City Off...				
11 Marty Gould	132 Randy Lawler	153 Darlene Packer	174 Houston Office				
12 Sam Lee	133 Virginia Campbell	154 David Joule	175 Frank Jones				
13 Joe Falucci	134 Sarah's phone	155 David Wright	176 John Weathers				
14 Mary T	135 Tom Snell	156 Isma Williams	177 Charlotte Camel				
15 Arthur Ruby	136 Struber, Bob	157 Priscilla A	178 Anna Schmidt				
16 Gene Berrins	137 Amy Barnes	158 Felicity Seal	179 Sue Sully				
17 George Rasmus...	138 Nancy Clark	159 Sam V	200 Lobby				
18 Chris Tone	139 George's Office	160 Sam V's Remote	201 Conference Room A				
19 Rachel Ng	140 Simonette Stel...	161 Sam V's Cellphone	202 Training Room				
20 Frank Adoracio...	141 Janet Stephana...	162 Bob Smith	203 Warehouse				
21 Fred Bush	142 Jay Mazzarella	163 Kathy Mitch					

Task Bar (Main Menu)

All key calling functions are conveniently placed at the top of the screen and can be accessed through mouse commands.

Answer – pick up an incoming call.

Release – end a call.

Hold/Resume – place call on hold; take off hold.

Transfer – move call to another person, extension, group, queue or location, either as a blind transfer or attended transfer.

Transfer to Vmail – send caller directly to any user's voicemail.

Cancel Transfer – cancel a transfer in progress.

Park – place call on system hold so it can be picked up from any phone.

Intercom – Intercom (Direct Station Selection – DSS) allows for direct access to another phone/extension.

Page – make an announcement over the overhead paging system or one of the Allworx paging zones.

Start/Stop Record – start recording a live call; stop recording.

Options – set configuration options.

Help – simple explanations of color indicators and key functions.

Dial – dials a new call or selected extension.

Clear – clears out whatever was previously selected for dialing.

Directory

The Directory displays all of the Allworx system users and extension numbers, each with easily identifiable colors indicating current status. As in the Outside Lines area, green indicates Ringing, red indicates Active, and gray indicates Idle. In addition, amber indicates Do Not Disturb. Various actions can be initiated in the Directory in combination with the task bar and other work areas. For example, answer any ringing handset with a simple click of your mouse.

Allworx Call Assistant™ Switchboard Tabs

Parked Calls

Lists all Parked Calls currently in the system. User can pick up any parked call.

Ext	Caller	Time on Park
701	Jeff Hammond (x126)	03:21
702	Stabile, Benjamin (555-444-3234)	02:13

Queues¹

Lists all Call Queues, including Longest Wait Time and Queue Volume. User can either transfer a call to a specific queue or answer a queue.

Call Queue	Longest Wait	Queue Volume
Customer Support	10:44	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Sales	03:05	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Tech Support	01:58	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Order Processing	01:20	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Queue 4	--	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Queue 5	--	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Queue 6	--	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Queue 7	--	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Queue 8	--	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Queue 9	--	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

Call History

Lists all calls that have been dialed and received by user. Blue up arrow indicates outbound call and red down arrow indicates incoming call. Shows Caller ID (name and number, if available), time of call and length of call. Calls can be placed from Call History entries if the number is available.

Name	Number	Time
Sam V's Cellphone	91444433433	07-09-07 10:44AM (0:55)
Asberry, T	92485229	07-09-07 08:53AM (3:59)
Ace Exterminators	94442345	07-09-07 08:51AM (No Answer)
Irene Wright	169	07-09-07 08:22AM (Missed Call)
A1 Landscaping	94443211	07-08-07 04:41PM (1:25)
Stabile, Benjamin	915554443234	07-08-07 04:38PM (No Answer)
EPC Electronics	914443344344	07-08-07 02:31PM (No Answer)
Fortune	918005551111	07-08-07 01:48PM (0:05)
ACC	918005551000	07-08-07 12:01PM (17:44)

Active Calls

Lists all Active Calls currently in the system. The system administrator can limit users' ability to view details of calls.

Start Time	Duration	Originating Caller	Destination Caller ID
12:46:02 PM	19:46	Sam V's Cellphone (444-443-3433)	Joe Falucci (113)
12:55:07 PM	09:20	Asberry, T (585-865-9441)	Jane Hanson (101)
12:59:11 PM	06:50	Ace Exterminators (585-444-2345)	Virginia Campbell (133)
01:01:45 PM	03:56	Irene Wright (169)	Ohio Office
01:03:27 PM	02:01	A1 Landscaping (585-444-3211)	Sam Lee (112)
01:03:16 PM	01:47	Stabile, Benjamin (555-444-3234)	Priscilla A (157)
01:05:33 PM	00:04	EPC Electronics (444-334-4344)	Warehouse (203)
01:05:03 PM	00:04	Fortune	Amy Robertson (104)
01:05:22 PM	00:04	ACC	Amy Barnes (137)

Monitors *(not shown)*

Lists all Call Monitors including the number of callers ringing on each Monitor. User can transfer a call to a Call Monitor or answer a Call Monitor.

Auto Attendant *(not shown)*

Lists all Auto Attendants so that the user can transfer calls to specific Auto Attendants to assist the caller (e.g., transfer a customer who is interested in buying a product to the sales team; the Auto Attendant "Sales Team" will have specific options and appropriate call routes in place).

Favorites *(not shown)*

Choose which extensions to display as well as add external frequently used numbers. User can also display handsets within a particular department.

System Requirements

Allworx Call Assistant is designed to work with Allworx Phone Systems. Call Assistant requires a Windows XP or Windows Vista operating system, an Allworx Phone System, and an Allworx IP Phone.

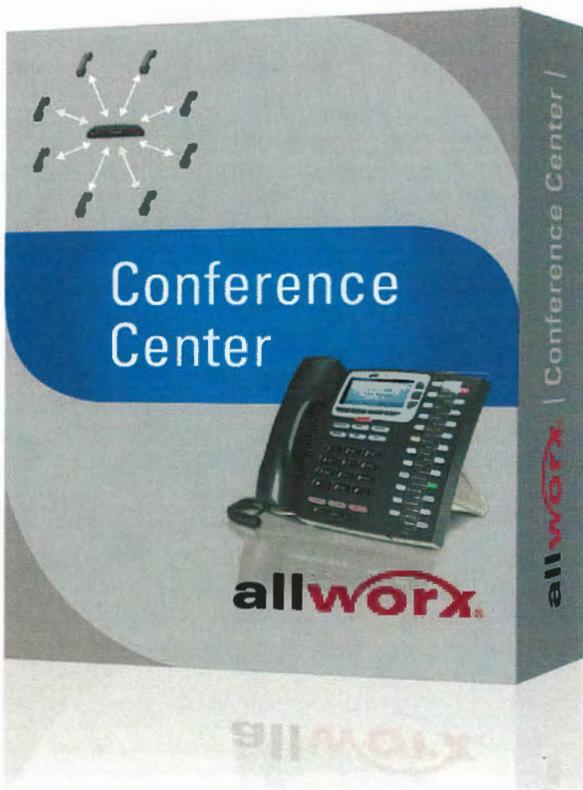
Allworx[®] Conference Center[™]

When you're not able to be there in person, the optional Allworx Conference Center software allows you to confidently host conference calls with remote colleagues, internal employees, customers and business partners.

Take control of your communications with a fully featured conference center that allows real-time scheduling and managing of conference calls with both internal and remote participants directly from your desktop via an easy-to-use web portal.

Key features

- ▶ Full administrative view of users and conferences
- ▶ Set up conference calls 24/7
- ▶ Secure conferencing — ID and Password protection
- ▶ Centralized scheduling and moderation of calls
- ▶ Easy-to-use graphical user interface
- ▶ No software installation required
- ▶ Seamless integration with Allworx systems
- ▶ Ability to create recurring conference calls
- ▶ Sold as an option
- ▶ One time license fee for an unlimited number of users



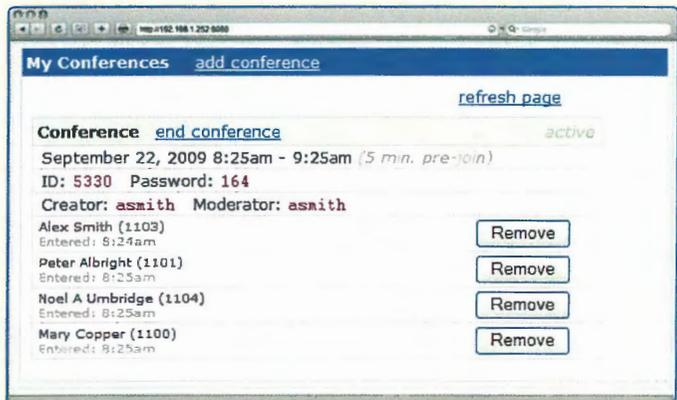
Conference Center capability by system

Allworx System	Conference Center(s)	Seats/Conference	3-way Conference
48x	4	30	Standard
6x	1	8	Standard

Administrator and Moderator comparison

Conference Center Function	Administrator	Moderator
Ability to remove participants	•	•
Ability to set up new conference calls	•	•
Access conference interface via dedicated Allworx website	•	•
Authorize users to create new conference calls	•	
Modify existing conferences	•	•
Secure ID and Password	•	•
View all system-wide conference calls	•	
View caller ID of attendants	•	•
View time remaining until next call		•

In-progress Conference Call screen



Allworx® Advanced Multi-Site



Unrivaled in scope and simplicity, this exciting capability takes the inherent advantages of a distributed environment and embeds a completely seamless call processing experience. With Advanced Multi-Site there is true unification across all sites. For the user who has offices at more than one site, you can now use your phones as if the offices were all at the same site.

Key features

- ▶ Global call routes include handsets at other sites
- ▶ Unified voicemail system across all sites
- ▶ Access trunks from any site
- ▶ Additional Auto Attendant flexibility
- ▶ Monitor handsets from other sites
- ▶ Global directory across all sites
- ▶ Any inbound call can be transferred to any user
- ▶ Real-time monitoring with failover

Allworx® Mobile Link* (now available for iOS and Android)



iAllworx and Mobile Link for Android give you access to your Allworx phone, so you can listen to or send voicemails, change presence settings, or view conference calls. You can enhance your personal productivity with these new tools.

Key features

- ▶ View and change presence settings
- ▶ Manage, send, reply and forward voicemails†
- ▶ View your scheduled conference calls
- ▶ Access a directory of all users

* Support up to 32 simultaneous IMAP connections
 † Includes all users in advanced multi-site



Allworx® Dual Language Support



Your business doesn't stop at the border — now Allworx will actively help boost your international or multicultural presence.

Key features

- ▶ Provide voice prompts in two of three offered languages: English, Castilian Spanish and French Canadian.
- ▶ Configure system based on employees' and customers' preferred languages.

Footnotes

1. Sold as an Allworx option.
 2. Per agent statistics are only available for agents in queues utilizing an ACD distribution method.





CITY COUNCIL MEETING
November 13, 2012

MEMO TO: Honorable Mayor Griffin and City Council Members

FROM: Patrick H. Burtch, City Manager 

DATE: November 8, 2012

SUBJECT: Consideration of a request to approve the purchase of the Blackboard Connect System to allow government leaders to provide emergency notice and community outreach to citizens at an annual cost of \$27,116.49.

RECOMMENDATION:

To authorize the purchase of the Blackboard Connect System at an annual cost of \$27,116.49, and authorization for the City Attorney to make minor modifications to the contract document(s) for the parties, and for the Mayor and Clerk to execute the appropriate contract documents.

The City of Jackson has recognized a need to communicate with citizens in the case of an emergency. The Blackboard Connect System allows government leaders to provide emergency notifications and community outreach 24 hour a day, without having to invest in or maintain hardware, software, or additional telephone lines, at an annual cost of \$27,116.49. Your consideration of this request is appreciated.

Blackboard Connect for Government[®]

GSA Quote

Unlimited Use Service Proposal for City of Jackson, MI

Company Information

Blackboard Inc.
650 Massachusetts Ave., NW, 6th Floor
Washington, DC 20001

DUNS Number: 01-613-1430
Tax ID Number: 52-2081178
CAGE Number: 1QLN4
GSA Contract Number: GS-35F-0554M

Service Summary: The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

Services include:

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to ten phones, four email addresses and four SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) — no maintenance required
- Message delivery tracking with comprehensive reporting

Quote Summary: All products and services quoted are available through the Blackboard Inc. GSA Schedule GS-35F-0554M and pursuant to the Terms and Conditions negotiated therein.

PLEASE INCLUDE IN THE PURCHASE ORDER ALL THE INFORMATION IN THE PRICE QUOTE BELOW AND PLEASE MAKE SURE THAT BLACKBOARD GSA SCHEDULE # GS-35F-0554M IS CLEARLY WRITTEN ON YOUR PURCHASE ORDER. PLEASE SIGN THIS PRICE QUOTE, SCAN BOTH DOCUMENTS, AND EMAIL THEM TO Steve.Linehan@blackboard.com.

SIN #	Product Description	Initial Term & Scope	GSA Price	Annual Fee
132-32	Blackboard Connect for Government Service	Annual Term for 13,696 Recipients The first annual term of this agreement will be for 12 months effective on Customer's Execution Date below and Blackboard's acceptance and agreement ("Effective Date") Subsequent terms will be annual based on the Customer's Effective Date	\$1.91 per Recipient	\$ 26,159.36
132-32	Annual Support Fee	Annual Support Fee	\$957.13	\$957.13 Total Annual Fee Period = \$27,116.49 Payable by PO at contract inception This amount will be invoiced annually based on the Customer's Effective Date

Questions? Please call: James Price, Contracts 202-463-4860 x2791 or Steve Linehan 508-298-9632 steve.linehan@blackboard.com	Next Steps			
	1. Fax Purchase Order and Signed Proposal to 818-450-0425			
	2. Import recipient data (Blackboard Connect provides resident/ business data).			
	3. Implementation of service and orientation for all designated system users.			
	4. Begin sending Priority, Outreach and Interactive Survey communications.			

City of Jackson, MI Authorized Signatory: _____ Name & Title: _____ Execution Date: _____ Address: City of Jackson, MI 161 West Michigan Avenue Jackson, MI 49201 Name: Patrick Burtch Phone: 517-788-6438 Fax: Email: pburtch@cityofjackson.org	BLACKBOARD CONNECT INC. Authorized Signatory: _____ Name & Title: _____ Execution Date: _____ Address: Blackboard Inc. 650 Massachusetts Ave., NW, 6th Floor Washington, DC 20001 Phone: (202) 463-4860, ext. 2953 Efax: (818) 450-0425
--	--

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

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE
ATTORNEY WORK PRODUCT
NOT SUBJECT TO DISCLOSURE UNDER
THE FREEDOM OF INFORMATION ACT

MEMORANDUM
November 13, 2012

TO: Honorable Mayor and City Council
FROM: Julius A. Giglio, City Attorney *JAG*
RE: Development Agreement (Farmer's Market parking lot)
DATE: November 8, 2012

REQUESTED ACTION: To approve the Development Agreement, authorize the Mayor and Clerk to sign same, and authorize the City Attorney to make minor modifications to the documents and to take all other action necessary for execution of the Development Agreement.

Dear Mayor and Council:

Attached please find a proposed Development Agreement between the City and Cherry Creek Holdings, LLC, ("Cherry Ceek") for use/lease of a portion of Municipal Parking Lot No. 5. As Council is aware, the Kuhl's Bell Tower Market property was recently purchased by Cherry Creek, who plans to develop a microbrew/pub/winery at the property. The owner approached the City and is requesting use of thirty (30) spaces from Municipal Parking Lot No.5. The spaces will be leased at market rate or \$13.89 per month, whichever is less. The spaces will only be leased from 5:00 p.m. to 11:59 p.m. on Fridays from May 1st through October 31st annually, and all day on March 17th (St. Patrick's Day). The Agreement also provides that the parties may agree on additional spaces if same is desired by Developer [see Section 2. F.(i)].

The requisite action is to approve the Development Agreement, authorize the Mayor and Clerk to sign same, and authorize the City Attorney to make minor modifications to the documents and to take all other action necessary for execution of the Development Agreement.

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

JAG/dn

cc: Patrick Burch, City Manager

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and Cherry Creek Holdings LLC whose address is 11746 Cherry Point, Jerome, Michigan 49249 ("Developer").

WITNESSETH:

WHEREAS, the Developer has entered into a Purchase Agreement with Kuhl Investment Co., LLC ("Kuhls") for purchase of certain real estate in the City of Jackson, County of Jackson, State of Michigan, which is more particularly described as:

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

Commonly known as 117 W. Louis Glick Highway, Jackson, Michigan. ("the Property"); and

WHEREAS, the City owns a municipal parking lot next to the Property to be acquired by Developer, which is more particularly described as:

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

and commonly known as Parking Lot No. 5;

WHEREAS, Developer wishes to have use of a portion of Parking Lot 5 as hereinafter described; and

WHEREAS, part of the consideration passing to the City for this Development Agreement is Developer's promise to develop the Property to generate economic activity and employment, which will benefit the City and its residents; and

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

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

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEVELOPMENT CRITERIA.
 - A. CODE COMPLIANCE. Developer will develop and establish a Brew Pub/Winery/Restaurant upon the Property in compliance with all-applicable state statutes, building codes, zoning, and other restrictions of record.
 - B. PLANS AND SPECS. Developer must submit plans and specifications, in a form acceptable to the City of Jackson Building Inspection Division, to the City within three (3) months from the date of this Agreement or earlier if the project is going to proceed earlier than 3 months.
 - C. DEVELOPMENT SIZE and INVESTMENT. Developer will renovate the building on the Property to provide for the business described in 2A above. Development of the above Property must create private investment of no less than one hundred thousand dollars (\$100,000.00) in real and personal property on the Property. The project will result in the creation of at least four (4) full-time equivalent jobs and creates the potential for additional job growth within the City.
 - D. DEVELOPMENT STAGES.
 - i. "Commencement of the Development" means that all necessary permits and approvals have been obtained, all construction contracts signed, all construction financing, if any, will be arranged, all site preparation

completed, and actual physical Development activity is underway. Commencement of the Development shall be determined by City in its sole discretion. "Substantial Completion of the Development" means sufficient work has been completed showing that a financial commitment as well as the Developer's intent and ability to satisfactorily complete the Development within the time frame established in this Agreement. City, in its sole discretion, shall determine whether Developer has Substantially Completed the Development. It is further understood that "Completion of the Development" means that the structure on the Property is ready for use as demonstrated by obtaining a Certificate of Occupancy for the purpose intended.

- ii. The following dates are applicable to the Development:
 - a) Commencement of the Development of the Property must be initiated within three (3) months from the date of this Agreement;
 - b) Substantial Completion of the Development within twelve (12) months from the date of this Agreement; and
 - c) Completion of the Development must occur within twenty four (24) months from the date of this Agreement.

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

F. CITY'S DEVELOPMENTAL OBLIGATIONS.

- i. City shall lease 30 parking spaces from Parking Lot No. 5 to Developer for its use from 5:00 p.m. to 11:59 p.m. on Fridays from May 1st through October 31st annually, all day on March 17th, and any other day mutually agreed upon by the City Manager or the Mayor and City Council of each year while this Agreement is in effect. Developer shall be responsible for all temporary fencing and security for the 30 parking spaces located in Parking Lot No. 5 that may be required by the Michigan Liquor Control Commission during Developer's use and/or occupancy of same. All

fencing type and location shall be approved by the City Manager. The 30 parking spaces to be leased to Developer are identified in Exhibit C, attached hereto and incorporated by reference.

- ii. The annual rent shall be at market rate or \$13.89 per space per month, whichever is less as determined by the City's Neighborhood and Economic Operations Department. The annual rent shall be paid in advance on or before May 1st. The rent for said spaces may be adjusted on an annual basis in accordance with changes in the consumers price index for the United States as defined and officially reported by the U.S. Department of Labor, for the life of this Agreement at the sole discretion of the City
3. **DEFAULT BY DEVELOPER.** Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and City has provided Developer with 10 days written notice of the default and the opportunity to cure such default, which shall not exceed ten (10) days. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified in paragraph 2(F) above.
4. **TAXES, UTILITIES, ASSESSMENTS.** After closing, Developer must pay the yearly real property taxes, personal property taxes, assessments, utilities, and outstanding debts related to the Property when such become due.
5. **CHANGE OF OWNERSHIP INTEREST.** Except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the Developer, nor any successor in interest to the Property, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation

under this Agreement, unless the City releases the Developer or his successors in interest in writing.

6. TERM OF LEASE. This lease is considered bi-annually and must be approved by both parties to continue.
7. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
8. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental or in the use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
9. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
10. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

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

With a copy to: City Attorney's Office
 161 West Michigan Avenue

Jackson, Michigan 49201
Attn: City Attorney

If to Developer, to: Cherry Creek Holdings LLC
11746 Cherry Point
Jerome, MI 49249
Attn: John Burtka

11. INDEMNIFICATION. Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement, and all activities associated with the Development and use and/or lease of Parking Lot No. 5 by Developer. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.
12. INSURANCE REQUIREMENTS. Upon execution of this Agreement, Developer shall obtain Commercial General Liability Insurance and Liquor Liability Insurance acceptable to the City with policy limits of at least \$1,000,000 per occurrence at Developer's sole cost, and maintain same during the term of this Agreement, which policy(s) shall name the City as additional insured as its interest may appear. Developer shall provide City with certificates of insurance and insurance policies evidencing the required coverage.
13. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or

unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

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

constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

- 19. RELEASE. City's obligations under this Development Agreement are subject to the consummation of the purchase of the Property under a separate Purchase Agreement between Developer of Kuhl's, and if Developer elects not to complete the purchase of the Property, this Development Agreement shall immediately terminate, releasing City from all obligations hereunder, without further obligation to the Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2012.

THE CITY OF JACKSON

By _____
Martin J. Griffin, Mayor

By _____
Lynn Fessel, City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2012, by Martin J. Griffin and Lynn Fessel, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Jackson County, Michigan
My commission expires _____

CHERRY CREEK HOLDINGS LLC

By: _____

(Print Name)

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of November, 2012, by John A. Burtka, Jr., as Managing Member, on behalf of Cherry Creek Holdings, LLC.

, Notary Public
County, Michigan

My commission expires:

Exhibit A

LOT 8 & PART OF LOTS 9 & 10 DESC AS COM AT NW COR OF LOT 9 TH E ALG N LN OF SD LOT 9 52.2 FT TO POB OF THIS DESC TH W ALG N LN OF SD LOT 52.2 FT TO NW COR OF SD LOT TH S TO SW COR OF LOT 10 TH E ALG S LN OF LOT 10 30 FT TH N PARA TO W LN OF LOTS 9 & 10 TO A PT 30 FT E & 57.27 FT S OF NW COR OF LOT 9 TH NELY TO A PT 22.98 FT S & 52.2 FT E OF NW COR OF LOT 9 TH N TO BEG B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

Exhibit B

LOTS 9, 10, 11 & 12 EX PART OF LOTS 9 & 10 DESC AS COM AT NW COR OF LOT 9 TH E ALG N LN OF SD LOT 9 52.2 FT TO POB OF THIS DESC TH W ALG N LN OF SD LOT 52.2 FT TO NW COR OF SD LOT TH S TO SW COR OF LOT 10 TH E ALG S LN OF LOT 10 30 FT TH N PARA TO W LN OF LOTS 9 & 10 TO A PT 30 FT E & 57.27 FT S OF NW COR OF LOT 9 TH NELY TO A PT 22.98 FT S & 52.2 FT E OF NW COR OF LOT 9 TH N TO BEG ALSO EX THAT PART OF LOT 12 USED FOR STREET PURPOSES B2N R1E OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
November 13, 2012

DATE: November 8, 2012

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Lynn Fessel, City Clerk 

SUBJECT: Liquor Control Commission Resolution for 117 W. Louis Glick Highway and Farmers Market Parking Lot

RESOLUTION FROM THE LIQUOR CONTROL COMMISSION REGARDING THE APPLICATION FROM VERITAS VINEYARD LLC FOR SMALL WINEMAKER, MICROBREWERY, SMALL DISTILLER AND OUTDOOR SERVICE LICENSES TO BE LOCATED AT 117 W. LOUIS GLICK HIGHWAY AND THE FARMERS' MARKET PARKING LOT. (APPROVAL SUBJECT TO FINAL INSPECTION.)

Attached please find the subject resolution from Veritas Vineyard LLC. Neither the Police Department nor the Fire Department have objections, but there are objections from the County Health and Neighborhood & Economic Operations Departments. Therefore, my recommended action is to adopt the resolution, subject to final inspection.

C: City Manager



Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a REGULAR meeting of the JACKSON CITY council
called to order by on NOV. 13, 2012 at
the following resolution was offered:

Moved by and supported by
that the application from VERITAS VINEYARD LLC
for the following license(s): SMALL WINEMAKER, MICROBREWERY, SMALL DISTILLER, OUTDOOR SERVICE

and the following permits, if applied for:
Extended Hours Dance Permit Hours Required:
Extended Hours Entertainment Permit Hours Required:

to be located at 117 W LOUIS GLICK HWY and FARMERS MARKET PARKING LOT, JACKSON, MICHIGAN
be considered for

Approval Disapproval
Yeas: Nays: Absent:
Yeas: Nays: Absent:

It is the consensus of this body that this application be considered for approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the JACKSON CITY council at a REGULAR meeting held on

Name and title of authorized officer (please print):
Signature and date of authorized clerk:
Phone number and e-mail of authorized officer:



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 November 13, 2012

TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: Authorize the Mayor, Vice-Mayor and City Manager to Award a Demolition Contract to Smalley Construction

RECOMMENDED ACTION:

Authorize the Mayor, Vice-Mayor and City Manager to award the contract for Neighborhood Stabilization Program demolitions to Smalley Construction based on the low alternate bid, and to approve any and all change orders required to complete the demolitions.

On September 10, 2012, the City of Jackson applied for \$315,000 in reallocated Neighborhood Stabilization Program 1 (NSP1) from the Michigan State Housing Development Authority (MSHDA). Awards were announced on September 18, 2012 and the City received \$128,502 to demolish eight (8) residential properties selected by MSHDA in the NSP target area bordered by Ganson Street, Mechanic Street, Detroit Street and Waterloo Avenue. The properties slated for demolition are:

416 Oak Street	410 N. Park Avenue	408 Homewild Avenue
308 N. Columbus Avenue	757 Cooper Street	652 Cooper Street
509 E. Trail Street	406 Burr Street	

When bidding for demolition contracts, contractors are required to submit pricing for the entire package and for unit prices (cost to demolish an individual structure); contractors also have the option to submit an alternate, discounted bid of awarded the entire package. After careful scrutiny of the attached Bid Tabulation, it was determined the City would realize a cost savings to award the alternate, discounted bid to Smalley Construction for all eight properties.

Under the guidelines for receiving reallocated NSP1 funds, the City is required to complete the eight demolition projects and expend all funds by March 14, 2013. Although MSHDA notified the City on September 17, 2012 that Jackson would receive \$128,502 in reallocated NSP1 funding, authority to use the funds has not officially been granted by MSHDA. Until such time as MSHDA provides the City with documentation it has authority to start spending grant funds, bids can be solicited but awards cannot be made. City staff has contacted MSHDA numerous times to expedite the process to receive its grant amendment or authority to use the funds and it is anticipated MSHDA will respond before the next City Council meeting on November 27, 2012. Staff is requesting City Council authorize the Mayor, Vice-Mayor and City Manager authority to award the NSP1 demolition contract once the ability to do so is granted.

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



**Bid Tabulation For
NSP Funded Asbestos Removal Demolition of Residential Buildings
and Accessory Structures At Various Locations
Throughout the City of Jackson
Tuesday, November 13, 2012, 10:00 AM**

		SMALLEY CONSTRUCTION 1742 West US 10 Scottville, MI 49454	MICHIGAN DEMOLITION 4788 Cornell Rd. Okemos, MI 48864	DUNIGAN BROTHERS 911 E. South Street Jackson, MI 49203	LESTER BROTHERS 5405 E. Michigan Avenue Jackson, MI 49201
ITEM NO	ADDRESS/LOCATION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
1	406 Burr Street	\$9,800.00	\$10,000.00	\$10,692.00	\$14,325.00
2	308 N. Columbus Street	\$8,100.00	\$9,500.00	\$8,954.00	\$10,655.00
3	652 Cooper Street	\$5,425.00	\$6,000.00	\$4,298.00	\$8,305.00
4	757 Cooper Street	\$9,150.00	\$9,800.00	\$9,525.00	\$14,415.00
5	416 Oak Street	\$9,450.00	\$9,000.00	\$11,762.00	\$11,820.00
6	410 N. Park Avenue	\$8,475.00	\$9,900.00	\$9,890.00	\$12,810.00
7	509 E. Trail Street	\$5,200.00	\$5,500.00	\$4,858.00	\$7,085.00
8	408 Homewild Avenue	\$8,900.00	\$10,500.00	\$11,792.00	\$12,145.00
TOTAL BID		\$64,500.00	\$70,200.00	\$71,771.00	\$91,560.00
ALTERNATE BID: DISCOUNTED TOTAL IF AWARDED ALL EIGHT (8) LINE ITEMS		\$59,340.00	N/A	N/A	N/A

	LOW UNIT PRICE		CONTRACTOR		
1	406 Burr Street	\$9,800.00	Smalley Const.		
2	308 N. Columbus Street	\$8,100.00	Smalley Const.		
3	652 Cooper Street	\$4,298.00	Dunigan Bros.		
4	757 Cooper Street	\$9,150.00	Smalley Const.		
5	416 Oak Street	\$9,000.00	Michigan Demo.		
6	410 N. Park Avenue	\$8,475.00	Smalley Const.		
7	509 E. Trail Street	\$4,858.00	Dunigan Bros.		
8	408 Homewild Avenue	\$8,900.00	Smalley Const.		
TOTAL BID		\$62,581.00			

**City of Jackson Police Department
216 East Washington Avenue
Jackson, Michigan 49201
(517) 788-4127**



MEMORANDUM

DATE: November 5, 2012

TO: Patrick Burtch, City Manager

FROM: Matthew R. Heins, Chief of Police

SUBJECT: October Manager's Report

Chief Matthew Heins

- Attended:
 - Swearing In of Three New Police Officers
 - Meeting with HR Director Regarding Employee Discipline
 - Meetings with Citizen (2)
 - Open House for A Frame Above
 - Meeting with MAPE Representatives
 - General Staff Meeting
 - Meeting with Three New Police Officers
 - Meeting with Brandon Ransom regarding Fireworks
 - Discussions with Deputy Chief of Fire
 - Discussion of Career Center with City Attorney
 - Swearing in of Seven New Firefighters
 - Nuisance Abatement Ordinance Meeting
 - JNET Special Board Meeting
 - Discussion regarding Fire Department Promotions (2)
 - "Chomp with a Champ" at McCulloch and Dibble schools
 - Blackboard Connect Meeting
 - Meeting with IAFF
 - Retiree Coffee
 - Employee Discipline Meeting
 - POLC-NS Contract Signing
 - Discussion on PD Staffing Needs
 - FOIA Discussion with Citizen Patriot
 - Domestic Violence Panel
 - Dahlem Center Breakfast
 - Community Meeting at Hampton's Barber Shop
 - Commander Goal Review Meeting

- Radio Grant Discussion
- Discussion on Process for State Christmas Tree Removal
- Discussion of Fire Department Concerns with City Manager
- Appeared on Bart Hawley
- Time Away from Office:
 - 16 hours of vacation
 - 8 hours of personal time

Deputy Chief John Holda

- Attended:
 - Swearing In of Three New Police Officers
 - Department Head Meeting
 - Orientation Training for New Officers
 - General Staff Meeting
 - POLC-S Overtime Discussion
 - Act 345 Meeting
 - District Court Meeting
 - Crime Stoppers Meetings (2)
 - MSU Criminal Justice Students – Challenges in Law Enforcement
 - Employee Discipline Meeting
 - Staffing Discussion
 - POLC-S Discussion Regarding OT
 - Safe Communities Workgroup
 - Discussion of Redesigning Service Desk
 - Salvation Army Advisory Board
 - Annual Goals Review
 - Law Enforcement Advisory Board
 - Radio Grant Discussion
 - In-Service Training on Cultural Diversity
- MICR Data Review and Submission
- IT:
 - Set up new officers in network, field reporting, etc.
 - In-Car Video System Maintenance
 - Evidence Barcode Printer/Scanner Issues
 - Investigating Dragon software options
 - IT Meeting
 - Installation of Replacement Wireless Cards
- Time Away from Office:
 - 24 hours of vacation

Lt. Christopher Simpson

- Attended:
 - Swearing In of Three New Officers
 - Jackson Public Schools Interviews
 - Meeting with MAPE Representative

- General Staff Meeting
- Training Consortium Meeting
- Discussion on Staffing Issues
- LEPTC Meeting
- Substance Abuse Meeting
- Review of Annual Goals
- Radio Grant Discussion
- Meeting to discuss Gang Violence Task Force (ATF, Sheriff, JNET)
- Meeting with Big Brothers/Big Sisters Mentorship Program Representative
- Projects
 - Permanent Prescription Drug Drop Box
 - Professional Development for Officers
 - Radio Grant Implementation
 - Coordinate In-Service Training
- Time Away from Office:
 - 40 hours training – New Chiefs School

Lt. Elmer Hitt

- Attended:
 - Swearing in of three new police officers
 - Refuse Ordinance meeting
 - General Staff Meeting
 - Meeting with County Parks Director regarding Fireworks
 - SRT Activation
 - Nuisance Abatement Ordinance meetings (2)
 - HRC Meeting
- Instructed In-Service Training
- Other Update Information:
 - Deployed tourniquets to officers during in-service training to be used on patrol.
 - Coordinating Vacation House Watch requests which are available online for citizens who will be away from home.
 - Continuing process to procure new duty weapons for officers through the JAG grant.
- Time Away from Office:
 - 8 hours of personal time
 - 8 hours of training