



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

AGENDA – CITY COUNCIL MEETING

June 22, 2010

7:00 p.m.

1. **Call to Order.**
2. **Pledge of Allegiance** – Invocation by Kenneth E. Gaiser, 4th Ward City Councilmember.
3. **Roll Call.**
4. **Adoption of Agenda.**
5. **Citizen Comments. (3-Minute Limit)**
6. **Presentations/Proclamations.**
 - A. Presentation by Vic Cooperwasser, Tetra Tech, regarding the City Water and Sewer Rate Study.
 1. Consideration of a resolution amending water and sewer rates for all customers, effective for all usage after June 30, 2010, and June 30, 2011.
 - B. Presentation on the proposed relocation of the “Summer Night Tree,” by Bob LaZebnik.
 1. Consideration of the proposed relocation of the “Summer Night Tree.”
7. **Consent Calendar.**
 - A. Approval of the minutes of the regular City Council meeting of June 8, 2010, and the special meetings of June 8, and June 15, 2010.
 - B. Approval of the request from Mary Spring to close Michigan Avenue from Jackson Street to Hayes Alley, beginning at 9:00 a.m. on Saturday, July 17, 2010, until 9:00 a.m. on Sunday, July 18, 2010, for a wedding reception. (Contingent upon receipt of recommended approval from the Police, Fire, City Engineering and Public Works Departments, the Downtown Development Authority, and proper insurance coverage.)
 - C. Approval of the request from the Upper Grand River Watershed Alliance to conduct a 225 mile paddling trip and celebration of the Grand River on Thursday, July 15, 2010, (Contingent upon department approvals and receipt of the proper insurance coverage.)
 - D. Approval of the payment of the Region 2 Planning Commission invoice in the amount of \$8,056.67, for planning services for the month of May 2010, in accordance with the recommendation of the City Manager.
 - E. Approval of the request for authorization for the Mayor and City Clerk to execute the 2010-2011 Community Development Block Grant (CDBG) and HOME Subrecipient Agreements, in accordance with the recommendation of the Community Development Director.
 - F. Approval of the Quit Claim Deed to reconvey the property to “The Estate of Matthew B. Duffy,” and authorization for the Mayor and City Clerk to execute the appropriate document(s), and for the City Attorney to take all actions necessary to effectuate conveyance of the property.
 - G. Approval of Change Order No. 2 to the contract with Tetra Tech, Ann Arbor, in the not-to-exceed amount of \$5,000.00, covering additional expense for the Water and Sewer Rate Study Project, and authorization for the Interim City Manager and Interim Director Wastewater Treatment Plant and Interim Director Water Department to execute the

- appropriate document(s).
- H. Receipt of the City of Jackson's summary of revenue and expenditures for eleven (11) months ended, May 31, 2010.
 - I. Receipt of a Summons and Complaint filed in Circuit Court by Doris Gaskin, v. City, and referral to the City Attorney for appropriate action.
 - J. Receipt of petitions filed by Walgreen Company, Comcast, and H & O Industrial Properties, LLC, with the Michigan Tax Tribunal and referral to the City Assessor and City Attorney for appropriate action.
 - K. Receipt of CDBG Financial Summary Report through May 31 2010.
 - L. Receipt of the Dangerous Building Report through May 31, 2010
 - *M. Referral of an application to the City Planning Commission from Dr. Dale Gaide to rezone property located at 539 N. Blackstone (Stencil 1-0248), and also including Stencil #'s 1-0269, 1-0270, and 1-0271 from R-4 to C-4. (Mr. Messner withdrew his request.)
 - N. Establishment of July 20, 2010, at the City Council meeting as the time and place to hold a public hearing requested by Technique, Inc., to designate property located at 2341 Enterprise Road as an Industrial Development District.
 - *O. Approval of the payment of a Bill for Assumption of Jurisdiction for the City from the Michigan State Tax Commission in the amount of \$1,435.18.

8. **Committee Reports.**

9. **Appointments.**

- A. Consideration of the request to approve Thomas Steiger, Superintendent of Cemeteries, Forestry, and Parks, to serve on the City of Jackson Employees Retirement System Board of Trustees filling a current vacancy beginning immediately and ending August 31, 2011, in accordance with the recommendation of the Employees Retirement System Board of Trustees.

10. **Public Hearing.**

- A. Public hearing on the proposed use of the 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) funds through the U.S. Department of Justice, Bureau of Justice Assistance.
 - 1. Authorization for the City to sign a Memorandum of Understanding with the County identifying the grant fiscal agent and the allocation of funds. (City will continue to be the fiscal agent for the grant.)

11. **Resolutions.**

12. **Ordinances.**

13. **Other Business.**

14. **New Business.**

- A. Consideration of an Inter-local Agreement between the City Parks, Recreation and Grounds Department, and the Jackson County Parks Department, authorization for the Mayor to execute the appropriate document(s), and approval of the job descriptions for the Director, Deputy Director, and Golf Superintendent.
- *B. Consideration of the request from Daniel M. Bamm to hold a JackTown Music Festival concert at the Jackson County Fairgrounds on Saturday, July 3, 2010, beginning at 5:00 p.m., with police assistance at their expense. (Request for Fireworks display was withdrawn on June 21, 2010.)(Recommended approval received from the Police and Fire Departments.)(Contingent upon receipt of proper insurance coverage.)
- C. Consideration of the request to approve the insurance renewal premium with the Michigan Municipal League Liability and Property Pool, in the amount of \$436,175.00, for fiscal year 2010-2011, and authorization for City staff to pay the premium, in accordance with the recommendation of the City Manager and the City Attorney.
- D. Consideration of the request to approve the low bid award to Aladdin Electric, in the

amount of \$47,933.00, for the replacement of a hot water boiler heating system at the Police Department, in accordance with the recommendation of the Deputy Police Chief.

- E. Consideration of the request to approve the low bid award to Bailey Excavating, at their low bid of \$445,376.92, for the 2010 Local Street American Recovery and Reinvestment Act (ARRA) Repaving contract, and authorization for the Mayor and City Clerk to execute the appropriate document(s), in accordance with recommendation of the Purchasing Agent and the City Engineer.
- F. Consideration of the request to approve a Norfolk Southern Railway Company Acknowledgement Form for Wire and/or Pipe Occupation, for the North Street Watermain Project, and authorization for the Mayor and City Clerk to execute the appropriate document(s).
- G. Consideration of the request to approve a Revocable License requested from Joanna Perkin, 2002 Parkwood Way, for construction of two masonry posts and a stone wall upon the City's right-of-way, and authorization for the Mayor and City Clerk to execute the appropriate document(s), in accordance with the recommendation of the City Engineer.
- H. Consideration of the request to approve the bid award to Scoby Construction, in the amount of \$28,600.00, for the owner-occupied Community Development rehabilitation project located at 143 Wall Street, in accordance with the recommendation of the Community Development Director.
- I. Consideration of the request to waiver the building permit fees for the 2010 Mission Serve projects, in accordance with the recommendation of the Community Development.
- J. Consideration of the request to add "Citizen Comments" at the end of the City Council meeting, with immediate effect and a three-minute time limit. (Requested by Councilmember Daniel Greer at the June 8, 2010, City Council meeting.)

15. **City Councilmembers' Comments.**

16. **Manager's Comments.**

17. **Adjournment.**

City of Jackson, MI

Water and Sewer Rate Study

City Council Presentation

June 22, 2010

Vic Cooperwasser, P.E.

Tetra Tech, Inc.



Agenda

- Cost of a Gallon of...
- Current Total Water and Sewer Quarterly Bill Comparison
- Current Rates Will Not Meet Working Capital Targets
- Keeping Pace with Inflation
- Rate Design Considerations
- Total Water and Sewer Bill Using Current 5 Block Water Rate Structure
- Impact of Eliminating Water Rate Blocks
- Water Rate Block Recommendations
- Total Water and Sewer Bill Using Recommended 4 Block Water Rate Structure

Cost of a Gallon of...

Starbucks Latte	\$40.000
Red Bull Energy Drink	\$30.000
Coca Cola Syrup	\$8.200
Evian Spring Water	\$6.400
Orange Juice	\$6.000
Milk	\$3.800
Kool-Aid	\$1.850
Home-brewed Coffee	\$0.700
Jackson Drinking Water at the Tap	\$0.004

Current Quarterly Total Water and Sewer Bill Comparison

Lansing	\$195.51
Brooklyn (plus 3.55 mils)	\$190.88
Adrian	\$163.41
Ann Arbor	\$157.73
Napoleon Township, Village	\$137.55
Battle Creek	\$121.98
Summit Township	\$108.63
Leoni Township	\$97.35
Jackson	\$87.47

Current Rates Will Not Meet Working Capital Targets

City sometimes draws from its working capital fund to meet its water and sewer expenses.

The target balance in each working capital fund is 25% of expenses, not including debt service.

Without rate increases both the water and sewer working capital funds will fall below their end-of-year (EOY) targets

Current Rates Will Not Meet Working Capital Targets

Water:

EOY Working Capital:

FY 2009/10: \$3,366,771

FY 2013/14: (\$2,660,849)

Target: \$2,205,253

Sewer:

EOY Working Capital:

FY 2009/10: \$3,080,963

FY 2013/14: \$372,310

Target: \$1,496,350

Keeping Pace with Inflation

Current Total Water and Sewer Quarterly Bill for Typical Residential Customer	\$87.47
To Keep Pace with Inflation	\$91.37

Rate Design Considerations

- Rate Increase Percentage is Higher than the Expense Increase Percentage Because Costs are Recovered from a Reduced Customer Base (Rate = Cost/Customer Base)
- *Bolt* Opinion
- Justifiable (Back-up Data)
- Bond Covenant Compliance
- Meet Working Capital Targets
- Regulatory Compliance
- Fairness

Total Water and Sewer Bill Using Current 5 Block Water Rate Structure

User	Total Water and Sewer Bill		%
	Current	Proposed	
Typical Residential (Quarterly)	\$87.47	\$96.36 (2010)	10.2%
		\$106.07 (2011)	10.1%
Prison (Annual)	\$1,032,189	\$1,153,426 (2010)	11.7%
		\$1,249,143 (2011)	8.3%

Impact of Eliminating Water Rate Blocks

- Improve user class equity
- Reduce typical residential customer bill
- Increase Prison bill
- Encourage conservation (large users)
- Justifiable
- MDNRE DWRF compliance

MDNRE DWRF Compliance

- Should the City seek a low-interest Drinking Water Revolving Fund (DWRF) from the Michigan Department of Natural Resources and Environment (MDNRE), the MDNRE must first approve of the City's water rate structure.
- The City's water "rate block" structure might not be approved by MDNRE.

Water Rate Block Recommendations

1. Eliminate two water rate blocks within 10 years.
2. Eliminate rate block 5 effective July 1, 2010

Total Water and Sewer Bill Using Recommended 4 Water Rate Structure

User	Total Water and Sewer Bill		%
	Current	Proposed	
Typical Residential (Quarterly)	\$87.47	\$95.94 (2010)	9.7%
		\$105.65 (2011)	10.1%
Prison (Annual)	\$1,032,189	\$1,187,833 (2010)	15.1%
		\$1,290,054 (2011)	8.6%

**Table W1 CITY
Existing Versus Proposed Inside-City Water Rates**

	Existing, Eff July 1, 2004		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011	
	Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
Billing Charge:						
Per Bill	\$ 4.78	\$ 4.78	\$ 3.14	\$ 3.14	\$ 3.27	\$ 3.27
Readiness Charge:						
Per Meter Size:						
5/8"	\$ 6.69	\$ 20.07	\$ 5.69	\$ 17.07	\$ 5.30	\$ 15.90
3/4"	\$ 10.04	\$ 30.12	\$ 8.54	\$ 25.62	\$ 7.95	\$ 23.85
1"	\$ 16.73	\$ 50.19	\$ 14.23	\$ 42.69	\$ 13.25	\$ 39.75
1 1/2"	\$ 33.45	\$ 100.35	\$ 28.45	\$ 85.35	\$ 26.50	\$ 79.50
2"	\$ 53.52	\$ 160.56	\$ 45.52	\$ 136.56	\$ 42.40	\$ 127.20
3"	\$ 100.35		\$ 85.35		\$ 79.50	
3" Turbine	\$ 117.08		\$ 99.58		\$ 92.75	
4"	\$ 167.25		\$ 142.25		\$ 132.50	
4" Turbine	\$ 210.74		\$ 170.70		\$ 159.00	
6"	\$ 334.50		\$ 284.50		\$ 265.00	
6" Turbine	\$ 468.30		\$ 355.63		\$ 331.25	
8"	\$ 535.20		\$ 455.20		\$ 424.00	
10" Turbine	\$ 1,839.75		\$ 825.05		\$ 768.50	
Commodity Charge:						
Per 100 cubic foot unit:						
First 100 Units	\$ 1.50	\$ 1.50	\$ 1.98	\$ 1.98	\$ 2.34	\$ 2.34
Next 900 Units	\$ 1.14	\$ 1.50	\$ 1.51	\$ 1.98	\$ 1.78	\$ 2.34
Next 9,000 Units	\$ 0.73	\$ 1.50	\$ 0.97	\$ 1.98	\$ 1.14	\$ 2.34
Next 20,000 Units	\$ 0.67	\$ 1.50	\$ 0.89	\$ 1.98	\$ 1.05	\$ 2.34
Over 30,000 Units	\$ 0.49	\$ 1.50	\$ 0.89	\$ 1.98	\$ 1.05	\$ 2.34

Table W2 BLACKMAN CONTRACT
Existing Versus Proposed Blackman Township Contract Water Rates

Contract Terms	Existing, Eff July 1, 2004		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011	
	Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
City Rate x 160% with 60% forwarded to Blackman Township						
Billing Charge:						
Per Bill	\$ 7.65	\$ 7.65	\$ 5.03	\$ 5.03	\$ 5.24	\$ 5.24
City Rate x 160% with 60% forwarded to Blackman Township						
Readiness Charge :						
Per Meter Size:						
5/8"	\$ 10.70	\$ 32.10	\$ 9.11	\$ 27.32	\$ 8.48	\$ 25.44
3/4"	\$ 16.05	\$ 48.15	\$ 13.67	\$ 41.00	\$ 12.72	\$ 38.16
1"	\$ 26.75	\$ 80.25	\$ 22.77	\$ 68.31	\$ 21.20	\$ 63.60
1 1/2"	\$ 53.50	\$ 160.50	\$ 45.52	\$ 136.56	\$ 42.40	\$ 127.20
2"	\$ 85.60	\$ 256.80	\$ 72.84	\$ 218.50	\$ 67.84	\$ 203.52
3"	\$ 160.50		\$ 136.56		\$ 127.20	
3" Turbine	\$ 187.25		\$ 159.33		\$ 148.40	
4"	\$ 267.50		\$ 227.60		\$ 212.00	
4" Turbine	\$ 337.05		\$ 273.12		\$ 254.40	
6"	\$ 535.00		\$ 455.20		\$ 424.00	
6" Turbine	\$ 749.00		\$ 569.01		\$ 530.00	
8"	\$ 856.00		\$ 728.32		\$ 678.40	
10"	\$ 2,942.50		\$ 1,320.08		\$ 1,229.60	
City Rate x 125%						
Commodity Charge:						
Per 100 cubic foot unit:						
First 100 Units	\$ 1.88	\$ 1.88	\$ 2.48	\$ 2.48	\$ 2.93	\$ 2.93
Next 900 Units	\$ 1.43	\$ 1.88	\$ 1.89	\$ 2.48	\$ 2.23	\$ 2.93
Next 9,000 Units	\$ 0.91	\$ 1.88	\$ 1.22	\$ 2.48	\$ 1.43	\$ 2.93
Next 20,000 Units	\$ 0.83	\$ 1.88	\$ 1.12	\$ 2.48	\$ 1.32	\$ 2.93
Over 30,000 Units	\$ 0.61	\$ 1.88	\$ 1.12	\$ 2.48	\$ 1.32	\$ 2.93

**Table W3 STATE PRISON
Existing Versus Proposed State Prison Contract Water Rates**

Contract Terms		Existing, Eff July 1, 2004 and at the time of the March, 2005 State Prison Contract		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011	
		Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
City Rate x 160% with 60% forwarded to Blackman Township	Billing Charge:						
	Per Bill	\$ 7.65	\$ 7.65	\$ 5.03	\$ 5.03	\$ 5.24	\$ 5.24
City Rate x 160% with 60% forwarded to Blackman Township	Readiness Charge :						
	Per Meter Size:						
	5/8"	\$ 10.70	\$ 32.10	\$ 9.11	\$ 27.32	\$ 8.48	\$ 25.44
	3/4"	\$ 16.05	\$ 48.15	\$ 13.67	\$ 41.00	\$ 12.72	\$ 38.16
	1"	\$ 26.75	\$ 80.25	\$ 22.77	\$ 68.31	\$ 21.20	\$ 63.60
	1 1/2"	\$ 53.50	\$ 160.50	\$ 45.52	\$ 136.56	\$ 42.40	\$ 127.20
	2"	\$ 85.60	\$ 256.80	\$ 72.84	\$ 218.50	\$ 67.84	\$ 203.52
	3"	\$ 160.50		\$ 136.56		\$ 127.20	
	3" Turbine	\$ 187.25		\$ 159.33		\$ 148.40	
	4"	\$ 267.50		\$ 227.60		\$ 212.00	
	4" Turbine	\$ 337.05		\$ 273.12		\$ 254.40	
	6"	\$ 535.00		\$ 455.20		\$ 424.00	
	6" Turbine	\$ 749.00		\$ 569.01		\$ 530.00	
	8"	\$ 856.00		\$ 728.32		\$ 678.40	
	10" Turbine	\$ 2,942.50		\$ 1,320.08		\$ 1,229.60	
Same as City Rate	Commodity Charge:						
	Per 100 cubic foot unit:						
	First 100 Units	\$ 1.50	\$ 1.50	\$ 1.98	\$ 1.98	\$ 2.34	\$ 2.34
	Next 900 Units	\$ 1.14	\$ 1.50	\$ 1.51	\$ 1.98	\$ 1.78	\$ 2.34
	Next 9,000 Units	\$ 0.73	\$ 1.50	\$ 0.97	\$ 1.98	\$ 1.14	\$ 2.34
	Next 20,000 Units	\$ 0.67	\$ 1.50	\$ 0.89	\$ 1.98	\$ 1.05	\$ 2.34
	Over 30,000 Units	\$ 0.49	\$ 1.50	\$ 0.89	\$ 1.98	\$ 1.05	\$ 2.34

Table W4 LEONI CONTRACT
Existing Versus Proposed Leoni Township Contract Water Rates

Contract Terms	Existing, Eff July 1, 2004		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011	
	Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
City Rate x 175% with 75% forwarded to Leoni Township						
Billing Charge:						
Per Bill	\$ 8.37	\$ 8.37	\$ 5.50	\$ 5.50	\$ 5.73	\$ 5.73
City Rate x 175% with 75% forwarded to Leoni Township						
Readiness Charge :						
Per Meter Size:						
5/8"	\$ 11.71	\$ 35.13	\$ 9.96	\$ 29.88	\$ 9.28	\$ 27.83
3/4"	\$ 17.57	\$ 52.71	\$ 14.95	\$ 44.84	\$ 13.92	\$ 41.74
1"	\$ 29.28	\$ 87.84	\$ 24.91	\$ 74.71	\$ 23.19	\$ 69.57
1 1/2"	\$ 58.55	\$ 175.65	\$ 49.79	\$ 149.37	\$ 46.38	\$ 139.13
2"	\$ 93.68	\$ 281.04	\$ 79.66	\$ 238.98	\$ 74.20	\$ 222.60
3"	\$ 175.65		\$ 149.37		\$ 139.13	
3" Turbine	\$ 204.93		\$ 174.27		\$ 162.32	
4"	\$ 292.75		\$ 248.94		\$ 231.88	
4" Turbine	\$ 368.87		\$ 298.73		\$ 278.25	
6"	\$ 585.50		\$ 497.88		\$ 463.75	
6" Turbine	\$ 819.70		\$ 622.36		\$ 579.69	
8"	\$ 936.80		\$ 796.60		\$ 742.00	
10" Turbine	\$ 3,220.25		\$ 1,443.84		\$ 1,344.88	
City Rate x 175%						
Commodity Charge:						
Per 100 cubic foot unit:						
First 100 Units	\$ 2.63	\$ 2.63	\$ 3.47	\$ 3.47	\$ 4.10	\$ 4.10
Next 900 Units	\$ 2.00	\$ 2.63	\$ 2.65	\$ 3.47	\$ 3.12	\$ 4.10
Next 9,000 Units	\$ 1.28	\$ 2.63	\$ 1.70	\$ 3.47	\$ 2.00	\$ 4.10
Next 20,000 Units	\$ 1.17	\$ 2.63	\$ 1.56	\$ 3.47	\$ 1.84	\$ 4.10
Over 30,000 Units	\$ 0.85	\$ 2.63	\$ 1.56	\$ 3.47	\$ 1.84	\$ 4.10

Table W5 SUMMIT CONTRACT
Existing Versus Proposed Summit Township Contract Water Rates

062210_Council Packet.XLS

Contract Terms	Existing, Eff July 1, 2004		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011		
	Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly	
City Rate	Billing Charge:						
	Per Bill						
	\$ 4.78	\$ 4.78	\$ 3.14	\$ 3.14	\$ 3.27	\$ 3.27	
City Rate	Readiness Charge :						
	Per Meter Size:						
	5/8"	\$ 6.69	\$ 20.07	\$ 5.69	\$ 17.07	\$ 5.30	\$ 15.90
	3/4"	\$ 10.04	\$ 30.12	\$ 8.54	\$ 25.62	\$ 7.95	\$ 23.85
	1"	\$ 16.73	\$ 50.19	\$ 14.23	\$ 42.69	\$ 13.25	\$ 39.75
	1 1/2"	\$ 33.45	\$ 100.35	\$ 28.45	\$ 85.35	\$ 26.50	\$ 79.50
	2"	\$ 53.52	\$ 160.56	\$ 45.52	\$ 136.56	\$ 42.40	\$ 127.20
	3"	\$ 100.35		\$ 85.35		\$ 79.50	
	3" Turbine	\$ 117.08		\$ 99.58		\$ 92.75	
	4"	\$ 167.25		\$ 142.25		\$ 132.50	
	4" Turbine	\$ 210.74		\$ 170.70		\$ 159.00	
	6"	\$ 334.50		\$ 284.50		\$ 265.00	
	6" Turbine	\$ 468.30		\$ 355.63		\$ 331.25	
	8"	\$ 535.20		\$ 455.20		\$ 424.00	
	10" Turbine	\$ 1,839.75		\$ 825.05		\$ 768.50	
City Rate x 137.5%	Commodity Charge:						
	Per 100 cubic foot unit:						
	First 100 Units	\$ 2.06	\$ 2.06	\$ 2.73	\$ 2.73	\$ 3.22	\$ 3.22
	Next 900 Units	\$ 1.57	\$ 2.06	\$ 2.08	\$ 2.73	\$ 2.45	\$ 3.22
	Next 9,000 Units	\$ 1.00	\$ 2.06	\$ 1.34	\$ 2.73	\$ 1.57	\$ 3.22
	Next 20,000 Units	\$ 0.91	\$ 2.06	\$ 1.23	\$ 2.73	\$ 1.45	\$ 3.22
	Over 30,000 Units	\$ 0.67	\$ 2.06	\$ 1.23	\$ 2.73	\$ 1.45	\$ 3.22

**Table W6 OCDR
Existing Versus Proposed Outside-City Double Rate Customer Rates**

Contract Terms	Existing, Eff July 1, 2004		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011	
	Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
City Rate x 200%	Billing Charge:					
	Per Bill	\$ 9.56	\$ 9.56	\$ 6.28	\$ 6.28	\$ 6.54
City Rate x 200%	Readiness Charge :					
	Per Meter Size:					
	5/8"	\$ 13.38	\$ 40.14	\$ 11.38	\$ 34.14	\$ 10.60
	3/4"	\$ 20.08	\$ 60.24	\$ 17.08	\$ 51.24	\$ 15.90
	1"	\$ 33.46	\$ 100.38	\$ 28.46	\$ 85.38	\$ 26.50
	1 1/2"	\$ 66.90	\$ 200.70	\$ 56.90	\$ 170.70	\$ 53.00
	2"	\$ 107.04	\$ 321.12	\$ 91.04	\$ 273.12	\$ 84.80
	3"	\$ 200.70		\$ 170.70		\$ 159.00
	3" Turbine	\$ 234.16		\$ 199.16		\$ 185.50
	4"	\$ 334.50		\$ 284.50		\$ 265.00
	4" Turbine	\$ 421.48		\$ 341.40		\$ 318.00
	6"	\$ 669.00		\$ 569.00		\$ 530.00
	6" Turbine	\$ 936.60		\$ 711.26		\$ 662.50
	8"	\$ 1,070.40		\$ 910.40		\$ 848.00
	10" Turbine	\$ 3,679.50		\$ 1,650.10		\$ 1,537.00
City Rate x 200%	Commodity Charge:					
	Per 100 cubic foot unit:					
	First 100 Units	\$ 3.00	\$ 3.00	\$ 3.96	\$ 3.96	\$ 4.68
	Next 900 Units	\$ 2.28	\$ 3.00	\$ 3.02	\$ 3.96	\$ 3.56
	Next 9,000 Units	\$ 1.46	\$ 3.00	\$ 1.94	\$ 3.96	\$ 2.28
	Next 20,000 Units	\$ 1.34	\$ 3.00	\$ 1.78	\$ 3.96	\$ 2.10
	Over 30,000 Units	\$ 0.98	\$ 3.00	\$ 1.78	\$ 3.96	\$ 2.10

**Table S1 CITY
Existing Versus Proposed Inside-City Sewer Rates**

	Existing, Eff July 1, 2007		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011	
	Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
Billing Charge:						
Per Bill	\$ 4.06	\$ 4.06	\$ 4.60	\$ 4.60	\$ 4.79	\$ 4.79
Readiness Charge:						
Per Meter Size:						
5/8"	\$ 0.90	\$ 2.70	\$ 0.96	\$ 2.88	\$ 1.26	\$ 3.78
3/4"	\$ 1.50	\$ 4.50	\$ 1.44	\$ 4.32	\$ 1.89	\$ 5.67
1"	\$ 2.40	\$ 7.20	\$ 2.40	\$ 7.20	\$ 3.15	\$ 9.45
1 1/2"	\$ 6.00	\$ 18.00	\$ 4.80	\$ 14.40	\$ 6.30	\$ 18.90
2"	\$ 9.00	\$ 27.00	\$ 7.68	\$ 23.04	\$ 10.08	\$ 30.24
3"	\$ 18.00		\$ 14.40		\$ 18.90	
3" Turbine	\$ 18.00		\$ 16.80		\$ 22.05	
4"	\$ 66.00		\$ 24.00		\$ 31.50	
4" Turbine	\$ 66.00		\$ 28.80		\$ 37.80	
6"	\$ 150.00		\$ 48.00		\$ 63.00	
6" Turbine	\$ 150.00		\$ 60.00		\$ 78.75	
8"	\$ 450.00		\$ 76.80		\$ 100.80	
10" Turbine	\$ -		\$ 139.20		\$ 182.70	
Commodity Charge:						
Per 100 cubic foot unit	\$ 1.16	\$ 1.16	\$ 1.27	\$ 1.27	\$ 1.37	\$ 1.37
Unmetered Flat Rate		\$ 38.08		\$ 41.77		\$ 45.56
	Existing, Eff July 1, 2009		Eff July 1, 2010		Eff July 1, 2011	
Extra Strength Surcharges:	Per pound		Per pound		Per pound	
BOD above 250 mg/L	\$ 0.1920		\$ 0.1485		\$ 0.1526	
SS above 250 mg/L	\$ 0.1332		\$ 0.1049		\$ 0.1079	
P above 10 mg/L	\$ 2.9410		\$ 2.2084		\$ 2.2760	
TKN above 40 mg/L	\$ 0.7210		\$ 0.6242		\$ 0.6446	

**Table S2 OCDR
Existing Versus Proposed Outside-City Double Rate Customer Rates**

City Rate Resolution Terms		Existing, Eff July 1, 2007		Proposed, Eff July 1, 2010		Proposed Eff July 1, 2011	
		Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
City Rate	Billing Charge:						
	Per Bill	\$ 4.06	\$ 4.06	\$ 4.60	\$ 4.60	\$ 4.79	\$ 4.79
City Rate x 200%	Readiness Charge:						
	Per Meter Size:						
	5/8"	\$ 1.80	\$ 5.40	\$ 1.92	\$ 5.76	\$ 2.52	\$ 7.56
	3/4"	\$ 3.00	\$ 9.00	\$ 2.88	\$ 8.64	\$ 3.78	\$ 11.34
	1"	\$ 4.80	\$ 14.40	\$ 4.80	\$ 14.40	\$ 6.30	\$ 18.90
	1 1/2"	\$ 12.00	\$ 36.00	\$ 9.60	\$ 28.80	\$ 12.60	\$ 37.80
	2"	\$ 18.00	\$ 54.00	\$ 15.36	\$ 46.08	\$ 20.16	\$ 60.48
	3"	\$ 36.00		\$ 28.80		\$ 37.80	
	3" Turbine	\$ 36.00		\$ 33.60		\$ 44.10	
	4"	\$ 132.00		\$ 48.00		\$ 63.00	
	4" Turbine	\$ 132.00		\$ 57.60		\$ 75.60	
	6"	\$ 300.00		\$ 96.00		\$ 126.00	
	6" Turbine	\$ 300.00		\$ 120.00		\$ 157.50	
	8"	\$ 900.00		\$ 153.60		\$ 201.60	
	10" Turbine	\$ -		\$ 278.40		\$ 365.40	
City Rate	Commodity Charge:						
	Per 100 cubic foot unit	\$ 1.16	\$ 1.16	\$ 1.27	\$ 1.27	\$ 1.37	\$ 1.37
City Rate for Billing and Commodity Charge Components; Double City Rate for Readiness Charge Component	Unmetered Flat Rate		\$ 40.78		\$ 44.65		\$ 49.34
		Existing, Eff July 1, 2009		Eff July 1, 2010		Eff July 1, 2011	
City Rate	Extra Strength Surcharges:	Per pound		Per pound		Per pound	
	BOD above 250 mg/L	\$ 0.1920		\$ 0.1485		\$ 0.1526	
	SS above 250 mg/L	\$ 0.1332		\$ 0.1049		\$ 0.1079	
	P above 10 mg/L	\$ 2.9410		\$ 2.2084		\$ 2.2760	
	TKN above 40 mg/L	\$ 0.7210		\$ 0.6242		\$ 0.6446	

Table T1 BILL COMPARISON
Comparison of Total Water and Sewer Bills

Example Customers	Meter Size	Billable Flow (HCF)	Current Bill	Eff July 1, 2010	Eff July 1, 2011
Inside-City:					
Quarterly Residential	5/8"	21	\$87.47	\$95.94	\$105.65
Percent Change				9.7%	10.1%
Dollar Change				\$8.47	\$9.71
Monthly Commercial	2"	60	\$230.96	\$255.94	\$283.14
Percent Change				10.8%	10.6%
Dollar Change				\$24.98	\$27.20
Monthly Industrial	6", Turbine	600	\$2,043.14	\$2,138.37	\$2,364.06
Percent Change				4.7%	10.6%
Dollar Change				\$95.23	\$225.69
Outside Contract:					
Quarterly Residential	5/8"	21	\$146.52	\$160.61	\$177.74
Percent Change				9.6%	10.7%
Dollar Change				\$14.09	\$17.13
Monthly Commercial	2	60	\$388.26	\$431.08	\$479.29
Percent Change				11.0%	11.2%
Dollar Change				\$42.82	\$48.21
Monthly Industrial	6, Turbine	600	\$3,386.22	\$3,510.14	\$3,901.33
Percent Change				3.7%	11.1%
Dollar Change				\$123.92	\$391.19
State Prison, Annual Total					
	2 @ 8"	525,300	\$ 1,032,189.60	\$ 1,187,833.62	\$ 1,290,054.32
Percent Change				15.1%	8.6%
Dollar Change				\$ 155,644.02	\$ 102,220.70

Table T2 AREA COMPARISON

062210_Council Packet.XLS

Comparison of Jackson Total Water and Sewer Typical Residential Bills to Other Communities

COMMUNITIES	TOTAL EQUIVALENT QUARTERLY BILL FOR 21 100 CF UNITS
Adrian	\$ 163.41
Ann Arbor	\$ 157.73
Battle Creek	\$ 121.98
Brooklyn (In addition Brooklyn levies 3.55 mils for its sewer system)	\$ 190.88
Lansing	\$ 195.51
Leoni Township	\$ 97.35
Napoleon Township (Village)	\$ 137.55
Summit Township	\$ 108.63
Jackson (Current)	\$ 87.47
Jackson (Proposed Effective July 1, 2010)	\$ 95.94
Jackson (Proposed Effective July 1, 2011)	\$ 105.65

Effective for all usage after June 30, 2010 and June 30, 2011

RESOLUTION

BY THE CITY COUNCIL:

BE IT RESOLVED by the City Council, on June 22nd, 2010, pursuant to the authority conferred upon it by the Charter of the City of Jackson, Chapter 27, Article IV, Section 27-107 and 27-108 of the City Code, that all user charges billed by the City of Jackson Water Billing Office shall be adjusted for water and wastewater service furnished after June 30, 2010 and June 30, 2011, as follows:

1. Water and sewer bills shall be based on quarterly meter readings and billed quarterly except that commercial and industrial bills may, at the discretion of the Director of Water Department, be based on monthly meter readings and billed monthly.
2. For the purpose of reading meters and rendering bills for service the Director of Water Department, shall divide the City into three districts of approximately equal size, plus a fourth district which includes commercial and industrial accounts. The reading, billing and due date of the four districts being as follows:

<u>District</u>	<u>Read & Billing</u>	<u>Due Date</u>	<u>Past Due & Final Notice</u>	<u>Non-Pay** Shut-off</u>
No. 1	January April *July *October	February May August November	March June September December	April 7 July 7 October 7 January 7
No. 2	February May *August *November	March June September December	April July October January	May 7 August 7 November 7 February 7
No. 3	March *June *September *(Summer Sewer Average September to March)	April July October	May August November	June 7 September 7 December 7
No. 4	Monthly	Monthly	Monthly	*Monthly *(60 days past due)

*Wastewater service bills for the six-month summer period for residential customers shall be based on the average volume of wastewater service used during the six month winter period.

**Non-pay shutoffs will begin on the 7th day of the month or after the bill is thirty (30) days past due. (See paragraph 11 of this resolution.)

INSIDE THE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

Effective for all water usage after June 30, 2010

3. City water service charges will be based on the following rate schedules:

a. Billing Charge:

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$3.14 per billing.

b. Readiness Charge:

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 5.69	\$ 17.07
3/4"	8.54	25.62
1"	14.23	42.69
1 1/2"	28.45	85.35
2"	45.52	136.56
3"	85.35	
3" Turbine	99.58	
4"	142.25	
4" Turbine	170.70	
6"	284.50	
6" Turbine	355.63	
8"	455.20	
10" Turbine	825.05	

c. Commodity Charge:

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:

\$1.98/100 cu.ft. for the first	10,000 cu.ft./mo.
1.51/100 cu.ft. for the next	90,000 cu.ft./mo.
0.97/100 cu.ft. for the next	900,000 cu.ft./mo.
0.89/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$1.98 per 100 cubic feet of water used.

ANNUAL CHARGES FOR
UNMETERED FIRE LINE SERVICES

Effective for all water usage after June 30, 2010

4. Automatic sprinkling system and/or other unmetered fire service connections for lines which are directly connected to the City water distribution system shall be subject to the following “ready-to-serve” charges:

2-inch or smaller	\$25 per year
4-inch	50 per year
6-inch	100 per year
8-inch	125 per year
over 8-inch	150 per year

This service is available to metered water customers only.

OUTSIDE THE CITY WATER RATES

5. Persons, firms or corporations owning or occupying premises outside the City of Jackson which receive their water supply from the City water distribution system not otherwise covered by contract, shall be subject to double rates, except that:

- a. Charges as are required above for ready-to-serve fire sprinkler connections or other unmetered fire service connections shall be the same regardless of whether the property is inside or outside the City limits; and
- b. Single rate charges shall apply to any publicly owned facilities operated within a public park, a portion of which is within the City’s borders.

INSIDE THE CITY WASTEWATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

Effective for all sewer usage after June 30, 2010

6. City wastewater service charges shall be based upon the following schedules:

a. Billing Charge:

All user classifications shall be subject to a billing charge for meter reading and bill processing and other customer services. The user's billing charge is set forth as follows:

\$4.60 per billing.

b. Commodity Charge:

All user classifications shall be subject to a commodity charge for recovering the costs of sewer system operation and maintenance, and replacement of equipment. The user's commodity charge shall be based on the volume of wastewater discharged during the current billing period, with the exception of residential summer sewer averages which will be based upon the average six (6) month's previous winter usage, and the rate is set forth as follows:

\$1.27 per 100 cubic feet of wastewater discharged.

c. Readiness Charge:

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>OCDR *</u>	<u>Quarterly Charge</u>	<u>OCDR</u>
5/8"	\$ 0.96	\$ 1.92	\$ 2.88	\$ 5.76
3/4"	1.44	2.88	4.32	8.64
1"	2.40	4.80	7.20	14.40
1 1/2"	4.80	9.60	14.40	28.80
2"	7.68	15.36	23.04	46.08
3"	14.40	28.80		
3" Turbine	16.80	33.60		
4"	24.00	48.00		
4" Turbine	28.80	57.60		
6"	48.00	96.00		
6" Turbine	60.00	120.00		
8"	76.80	153.60		
10" Turbine	139.20	278.40		

*Outside City Double Rate

EXTRA STRENGTH CHARGES FOR ALL CLASSES
INSIDE & OUTSIDE THE CITY

Effective for all sewer usage after June 30, 2010

7. Extra strength charges apply to all users - residential, commercial and industrial. For recovering the cost of treating wastewater which is permitted for discharge into the City wastewater treatment facilities, but which has extra strength properties, a surcharge shall be assessed upon the user as follows:

- a. \$0.1049 per pound of suspended solids when suspended solids concentration is greater than 250 mg/l.
- b. \$0.1485 per pound of BOD₅ when the BOD₅ concentration is greater than 250 mg/l
- c. \$0.6242 per pound of TKN when the TKN concentration is greater than 40 mg/l.
- d. \$2.2084 per pound of total phosphorus when the total phosphorus concentration is greater than 10 mg/l.

OUTSIDE THE CITY WASTEWATER RATES

8. Persons, firms or corporations owning or occupying premises outside the City of Jackson which discharge wastewater to the City wastewater treatment facilities, not otherwise covered by a service agreement, shall be subject to service charges as follows:

a. If the discharge passes through the City's wastewater collection system prior to treatment and the individual user has a City-read meter, the service charges shall be the same as the City service charges set forth in paragraphs 6 and 7 of this resolution, except that the readiness to serve charge, to cover the user's share of the debt service, shall be double that for City users.

b. If the discharge passes through the City's wastewater collection system and is unmetered, the service charges shall be determined by the following: Commodity charge per facility unit of \$34.29 per quarter, billing charge of \$4.60 per bill, plus double the City readiness charge for the equivalent size meter. (For unmetered accounts inside the City, the readiness charge will equal the City rate.)

* For purpose of this resolution, a "facility unit" means the amount of wastewater discharge from a residential dwelling. The Director of Sewage Treatment and Facilities may determine the number of facility units attributable to a service according to standard discharges from wastewater contributors therein.

INSIDE THE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

Effective for all water usage after June 30, 2011

3. City water service charges will be based on the following rate schedules:

a. Billing Charge:

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$3.27 per billing.

b. Readiness Charge:

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 5.30	\$ 15.90
3/4"	7.95	23.85
1"	13.25	39.75
1 1/2"	26.50	79.50
2"	42.40	127.20
3"	79.50	
3" Turbine	92.75	
4"	132.50	
4" Turbine	159.00	
6"	265.00	
6" Turbine	331.25	
8"	424.00	
10" Turbine	768.50	

c. Commodity Charge:

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

<u>Monthly Commodity Rates:</u>	
\$2.34/100 cu.ft. for the first	10,000 cu.ft./mo.
1.78/100 cu.ft. for the next	90,000 cu.ft./mo.
1.14/100 cu.ft. for the next	900,000 cu.ft./mo.
1.05/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$2.34 per 100 cubic feet of water used.

ANNUAL CHARGES FOR
UNMETERED FIRE LINE SERVICES

Effective for all water usage after June 30, 2011

4. Automatic sprinkling system and/or other unmetered fire service connections for lines which are directly connected to the City water distribution system shall be subject to the following “ready-to-serve” charges:

2-inch or smaller	\$25 per year
4-inch	50 per year
6-inch	100 per year
8-inch	125 per year
over 8-inch	150 per year

This service is available to metered water customers only.

OUTSIDE THE CITY WATER RATES

5. Persons, firms or corporations owning or occupying premises outside the City of Jackson which receive their water supply from the City water distribution system not otherwise covered by contract, shall be subject to double rates, except that:

- a. Charges as are required above for ready-to-serve fire sprinkler connections or other unmetered fire service connections shall be the same regardless of whether the property is inside or outside the City limits; and
- b. Single rate charges shall apply to any publicly owned facilities operated within a public park, a portion of which is within the City’s borders.

INSIDE THE CITY WASTEWATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

Effective for all sewer usage after June 30, 2011

6. City wastewater service charges shall be based upon the following schedules:

a. Billing Charge:

All user classifications shall be subject to a billing charge for meter reading and bill processing and other customer services. The user's billing charge is set forth as follows:

\$4.79 per billing.

b. Commodity Charge:

All user classifications shall be subject to a commodity charge for recovering the costs of sewer system operation and maintenance, and replacement of equipment. The user's commodity charge shall be based on the volume of wastewater discharged during the current billing period, with the exception of residential summer sewer averages which will be based upon the average six (6) month's previous winter usage, and the rate is set forth as follows:

\$1.37 per 100 cubic feet of wastewater discharged.

c. Readiness Charge:

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>OCDR *</u>	<u>Quarterly Charge</u>	<u>OCDR</u>
5/8"	\$ 1.26	\$ 2.52	\$ 3.78	\$ 7.56
3/4"	1.89	3.78	5.67	11.34
1"	3.15	6.30	9.45	18.90
1 1/2"	6.30	12.60	18.90	37.80
2"	10.08	20.16	30.24	60.48
3"	18.90	37.80		
3" Turbine	22.05	44.10		
4"	31.50	63.00		
4" Turbine	37.80	75.60		
6"	63.00	126.00		
6" Turbine	78.75	157.50		
8"	100.80	201.60		
10" Turbine	182.70	365.40		

*Outside City Double Rate

EXTRA STRENGTH CHARGES FOR ALL CLASSES
INSIDE & OUTSIDE THE CITY

Effective for all sewer usage after June 30, 2011

7. Extra strength charges apply to all users - residential, commercial and industrial. For recovering the cost of treating wastewater which is permitted for discharge into the City wastewater treatment facilities, but which has extra strength properties, a surcharge shall be assessed upon the user as follows:

- a. \$0.1079 per pound of suspended solids when suspended solids concentration is greater than 250 mg/l.
- b. \$0.1526 per pound of BOD₅ when the BOD₅ concentration is greater than 250 mg/l
- c. \$0.6446 per pound of TKN when the TKN concentration is greater than 40 mg/l.
- d. \$2.2760 per pound of total phosphorus when the total phosphorus concentration is greater than 10 mg/l.

OUTSIDE THE CITY WASTEWATER RATES

8. Persons, firms or corporations owning or occupying premises outside the City of Jackson which discharge wastewater to the City wastewater treatment facilities, not otherwise covered by a service agreement, shall be subject to service charges as follows:

a. If the discharge passes through the City's wastewater collection system prior to treatment and the individual user has a City-read meter, the service charges shall be the same as the City service charges set forth in paragraphs 6 and 7 of this resolution, except that the readiness to serve charge, to cover the user's share of the debt service, shall be double that for City users.

b. If the discharge passes through the City's wastewater collection system and is unmetered, the service charges shall be determined by the following: Commodity charge per facility unit of \$36.99 per quarter, billing charge of \$4.79 per bill, plus double the City readiness charge for the equivalent size meter. (For unmetered accounts inside the City, the readiness charge will equal the City rate.)

* For purpose of this resolution, a "facility unit" means the amount of wastewater discharge from a residential dwelling. The Director of Sewage Treatment and Facilities may determine the number of facility units attributable to a service according to standard discharges from wastewater contributors therein

OTHER CHARGES

9. Additional charges equal to the actual expense incurred by the City shall be billed to and paid by any user when it is necessary to collect and analyze wastewater samples discharged by the user, to remove or treat prohibited material discharged by the user, or to clean or repair wastewater facilities or any part thereof as a result of the user's discharge.

10. All water and wastewater bills shall be subject to a late charge of 10 percent if payment is not received in the office of the City Treasurer on or before the due date thereof.

11. In case any person shall, for the space of thirty (30) days after its water and wastewater service bill has become due and payable, refuse or neglect to pay the same, it shall be the duty of the Director of Water Department to cause the water and/or wastewater service to be discontinued. Service shall not be restored until all arrears in water and wastewater service charges are paid in full, together with Thirty and 00/100 Dollars (\$30.00) to cover expenses of office and or field procedures associated with final notices for shutting off and/or turning on the water. The \$30.00 charge will also be assessed when the Department attempts but is unable to turn the water off after the account is 30 days in arrears. If the turn on is not during regular working hours, the cost will include both the Thirty and 00/100 (\$30.00) charge plus the charge for overtime calls made by the Water Department. All past due water and wastewater bills shall be collected as provided by law.

12. In the event the City adds an interest/late charge to any unpaid delinquent invoice for water and wastewater related services, it shall be added as an assessable cost when and if said invoice is placed on a special assessment roll by the City Clerk.

13. This resolution, upon its effective date, shall supersede and repeal all prior resolutions establishing or amending water and wastewater service charges to the extent each conflicts herewith.

14. This resolution shall take effect July 1, 2010, provided it has been published in accordance with the provisions of Chapter 27 of the Code of the City of Jackson.

* * * * *

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
City Council on June 22nd, 2010.

IN WITNESS WHEREOF, I have hereto affixed my signature
and the seal of the City of Jackson, Michigan, this 23rd day
of June, 2010.

Lynn Fessel City Clerk

BLACKMAN TOWNSHIP

Contract District Customer

Effective for all water usage after June 30, 2010

Blackman water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$5.03 per billing.

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 9.11	\$ 27.32
3/4"	13.67	41.00
1"	22.77	68.31
1 1/2"	45.52	136.56
2"	72.84	218.50
3"	136.56	
3" Turbine	159.33	
4"	227.60	
4" Turbine	273.12	
6"	455.20	
6" Turbine	569.01	
8"	728.32	
10" Turbine	1,320.08	

c. Commodity Charge: (City rates x 125%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:

\$2.48/100 cu.ft. for the first	10,000 cu.ft./mo.
1.89/100 cu.ft. for the next	90,000 cu.ft./mo.
1.22/100 cu.ft. for the next	900,000 cu.ft./mo.
1.12/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$2.48 per 100 cubic feet of water used.

BLACKMAN TOWNSHIP

Contract District Customer

Effective for all water usage after June 30, 2011

Blackman water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$5.24 per billing.

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 8.48	\$ 25.44
3/4"	12.72	38.16
1"	21.20	63.60
1 1/2"	42.40	127.20
2"	67.84	203.52
3"	127.20	
3" Turbine	148.40	
4"	212.00	
4" Turbine	254.40	
6"	424.00	
6" Turbine	530.00	
8"	678.40	
10" Turbine	1,229.60	

c. Commodity Charge: (City rates x 125%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:	
\$2.93/100 cu.ft. for the first	10,000 cu.ft./mo.
2.23/100 cu.ft. for the next	90,000 cu.ft./mo.
1.43/100 cu.ft. for the next	900,000 cu.ft./mo.
1.32/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$2.93 per 100 cubic feet of water used.

LEONI TOWNSHIP
Contract District Customer

Effective for all water usage after June 30, 2010

Leoni water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 175%) (75% forwarded to Leoni Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$5.50 per billing.

b. Readiness Charge: (City rates x 175%) (75% forwarded to Leoni Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 9.96	\$ 29.88
3/4"	14.95	44.84
1"	24.91	74.71
1 1/2"	49.79	149.37
2"	79.66	238.98
3"	149.37	
3" Turbine	174.27	
4"	248.94	
4" Turbine	298.73	
6"	497.88	
6" Turbine	622.36	
8"	796.60	
10" Turbine	1,443.84	

c. Commodity Charge: (City rates x 175%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:	
\$3.47/100 cu.ft. for the first	10,000 cu.ft./mo.
2.65/100 cu.ft. for the next	90,000 cu.ft./mo.
1.70/100 cu.ft. for the next	900,000 cu.ft./mo.
1.56/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$3.47 per 100 cubic feet of water used.

LEONI TOWNSHIP
Contract District Customer

Effective for all water usage after June 30, 2011

Leoni water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 175%) (75% forwarded to Leoni Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$5.73 per billing.

b. Readiness Charge: (City rates x 175%) (75% forwarded to Leoni Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 9.28	\$ 27.83
3/4"	13.92	41.74
1"	23.19	69.57
1 1/2"	46.38	139.13
2"	74.20	222.60
3"	139.13	
3" Turbine	162.32	
4"	231.88	
4" Turbine	278.25	
6"	463.75	
6" Turbine	579.69	
8"	742.00	
10" Turbine	1,344.88	

c. Commodity Charge: (City rates x 175%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:	
\$4.10/100 cu.ft. for the first	10,000 cu.ft./mo.
3.12/100 cu.ft. for the next	90,000 cu.ft./mo.
2.00/100 cu.ft. for the next	900,000 cu.ft./mo.
1.84/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$4.10 per 100 cubic feet of water used.

SUMMIT TOWNSHIP
Contract District Customer

Effective for all water usage after June 30, 2010

Summit water service charges will be based on the following rate schedules:

a. Billing Charge: (Same as City rate)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$3.14 per billing.

b. Readiness Charge: (Same as City rate)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 5.69	\$ 17.07
3/4"	8.54	25.62
1"	14.23	42.69
1 1/2"	28.45	85.35
2"	45.52	136.56
3"	85.35	
3" Turbine	99.58	
4"	142.25	
4" Turbine	170.70	
6"	284.50	
6" Turbine	355.63	
8"	455.20	
10" Turbine	825.05	

c. Commodity Charge: (City rates x 137.5%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:	
\$2.73/100 cu.ft. for the first	10,000 cu.ft./mo.
2.08/100 cu.ft. for the next	90,000 cu.ft./mo.
1.34/100 cu.ft. for the next	900,000 cu.ft./mo.
1.23/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$2.73 per 100 cubic feet of water used.

SUMMIT TOWNSHIP
Contract District Customer

Effective for all water usage after June 30, 2011

Summit water service charges will be based on the following rate schedules:

a. Billing Charge: (Same as City rate)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$3.27 per billing.

b. Readiness Charge: (Same as City rate)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 5.30	\$ 15.90
3/4"	7.95	23.85
1"	13.25	39.75
1 1/2"	26.50	79.50
2"	42.40	127.20
3"	79.50	
3" Turbine	92.75	
4"	132.50	
4" Turbine	159.00	
6"	265.00	
6" Turbine	331.25	
8"	424.00	
10" Turbine	768.50	

c. Commodity Charge: (City rates x 137.5%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:	
\$3.22/100 cu.ft. for the first	10,000 cu.ft./mo.
2.45/100 cu.ft. for the next	90,000 cu.ft./mo.
1.57/100 cu.ft. for the next	900,000 cu.ft./mo.
1.45/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$3.22 per 100 cubic feet of water used.

OUTSIDE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

Effective for all water usage after June 30, 2010

As noted in paragraph 5 of this resolution, all users owning or occupying premises outside the City of Jackson which receive their water supply from the City water distribution system, not otherwise covered by contract, shall be subject to double rates.

Outside City water rates will be based on the following rate schedules:

a. Billing Charge: (City rate x 200%)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$6.28 per billing.

b. Readiness Charge: (City rates x 200%)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 11.38	\$ 34.14
3/4"	17.08	51.24
1"	28.46	85.38
1 1/2"	56.90	170.70
2"	91.04	273.12
3"	170.70	
3" Turbine	199.16	
4"	284.50	
4" Turbine	341.40	
6"	569.00	
6" Turbine	711.26	
8"	910.40	
10" Turbine	1,650.10	

c. Commodity Charge: (City rates x 200%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:	
\$3.96/100 cu.ft. for the first	10,000 cu.ft./mo.
3.02/100 cu.ft. for the next	90,000 cu.ft./mo.
1.94/100 cu.ft. for the next	900,000 cu.ft./mo.
1.78/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$3.96 per 100 cubic feet of water used.

OUTSIDE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

Effective for all water usage after June 30, 2011

As noted in paragraph 5 of this resolution, all users owning or occupying premises outside the City of Jackson which receive their water supply from the City water distribution system, not otherwise covered by contract, shall be subject to double rates.

Outside City water rates will be based on the following rate schedules:

a. Billing Charge: (City rate x 200%)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$6.54 per billing.

b. Readiness Charge: (City rates x 200%)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 10.60	\$ 31.80
3/4"	15.90	47.70
1"	26.50	79.50
1 1/2"	53.00	159.00
2"	84.80	254.40
3"	159.00	
3" Turbine	185.50	
4"	265.00	
4" Turbine	318.00	
6"	530.00	
6" Turbine	662.50	
8"	848.00	
10" Turbine	1,537.00	

c. Commodity Charge: (City rates x 200%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Monthly Commodity Rates:	
\$4.68/100 cu.ft. for the first	10,000 cu.ft./mo.
3.56/100 cu.ft. for the next	90,000 cu.ft./mo.
2.28/100 cu.ft. for the next	900,000 cu.ft./mo.
2.10/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$4.68 per 100 cubic feet of water used.

MICHIGAN DEPT. OF CORRECTIONS

Contract District Customer

Effective for all water usage after June 30, 2010

Mich. Dept. of Corrections water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$5.03 per billing.

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 9.11	\$ 27.32
3/4"	13.67	41.00
1"	22.77	68.31
1 1/2"	45.52	136.56
2"	72.84	218.50
3"	136.56	
3" Turbine	159.33	
4"	227.60	
4" Turbine	273.12	
6"	455.20	
6" Turbine	569.01	
8"	728.32	
10" Turbine	1,320.08	

c. Commodity Charge: (City rates)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

<u>Monthly Commodity Rates:</u>	
\$1.98/100 cu.ft. for the first	10,000 cu.ft./mo.
1.51/100 cu.ft. for the next	90,000 cu.ft./mo.
0.97/100 cu.ft. for the next	900,000 cu.ft./mo.
0.89/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$1.98 per 100 cubic feet of water used.

MICHIGAN DEPT. OF CORRECTIONS

Contract District Customer

Effective for all water usage after June 30, 2011

Mich. Dept. of Corrections water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

\$5.24 per billing.

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>	<u>Quarterly Charge</u>
5/8"	\$ 8.48	\$ 25.44
3/4"	12.72	38.16
1"	21.20	63.60
1 1/2"	42.40	127.20
2"	67.84	203.52
3"	127.20	
3" Turbine	148.40	
4"	212.00	
4" Turbine	254.40	
6"	424.00	
6" Turbine	530.00	
8"	678.40	
10" Turbine	1,229.60	

c. Commodity Charge: (City rates)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

<u>Monthly Commodity Rates:</u>	
\$2.34/100 cu.ft. for the first	10,000 cu.ft./mo.
1.78/100 cu.ft. for the next	90,000 cu.ft./mo.
1.14/100 cu.ft. for the next	900,000 cu.ft./mo.
1.05/100 cu.ft. for all over	2,000,000 cu.ft./mo.

Quarterly Commodity Rate: \$2.34 per 100 cubic feet of water used.

Warren Renando, Manager,
City of Jackson, Michigan.

Dear Mr. Renando,

I request to be placed on the agenda of the City Council meeting of Tuesday June 22.

I will ask the Council to approve a plan to move the Louise Nevelson Statue from its present location to Bucky Harris Park on the corner of Jackson and Michigan Ave.

The project is to be privately funded. There will be no cost to the City of Jackson.

The location at the park (see attachments) will only remove the small fountain south of the City of Jackson sign. The Sign will be relocated to a site selected by the City. The Stage and Park will remain intact.

Louise Nevelson is world renowned and her work in every major museum.

We will be able to generate National recognition with the rededication of Her work. The new site and Jackson can generate National Attention.

I will suggest that this be done in recognition of Walt Boris. Walt was instrumental in bringing the Work to Jackson. He also had a long history of helping the City.

The design of the new location is by Ed Francis Architect of Gunn Levine. He is well known nationally for his work.

I have attached a letter from Maria Nevelson, Granddaughter and the head of the Nevelson Foundation and a plan and elevation of the proposed location.

WHY.....Why move Summer Nights Tree?

One: To protect a valuable asset of the City.

Two: To make the Nevelson at Bucky Harris Park
a destination for visitors young and old
and to bring business to the center of town.

We look forward to the Council Meeting.

Thank You,

Bob LaZebnik
Commercial Exchange
2301 E. Michigan Ave.
Jackson, MI 49202
Cell 517-795-7592

June 10, 2010

240 South 20th Street
Philadelphia, PA
19103

info@louisevelsonfoundation.org
215.790.9681

May 6, 2010

Karen F. Dunigan, Mayor
City of Jackson
City Hall, 14th Floor
161 W. Michigan Avenue
Jackson, MI 49202

RE: Louise Nevelson's Summer Night Tree

Dear Mayor Dunigan,

One of the lessons my grandmother, Louise Nevelson, taught me was, "If an object is in its right place, it's enhanced to grandeur. More than that, it pleases the inner being, and that, I think, is very important. That equals harmony."

Jeff Burch, director at The Pace Gallery, joins me in writing this letter to you and the City of Jackson. It has been brought to our attention by Bob LaZebnik that the *Summer Night Tree* sculpture is in need of a new home, one where it will be in a place of grandeur and harmony with its surroundings. Bob has shared the architectural plan and rendering for a better situated location for more citizens to fully enjoy and truly immerse themselves in the work of one of America's great artists.

Many cities throughout the United States are recognizing the artistry, the command of space, of Nevelson's works. The suggested relocation of *Summer Night Tree* will only increase its value to the City of Jackson and offer an inspiring aesthetic legacy for future generations.

Both Jeff and I encourage Mr. LaZebnik's vision for the sculpture. Please call upon us if we can further enhance the relocation of *Summer Night Tree*.

All the best,

A handwritten signature in black ink, appearing to read 'Maria', with a long horizontal flourish extending to the right.

Maria Nevelson, Founder, Louise Nevelson Foundation

A handwritten signature in black ink, appearing to read 'Jeff', with a long horizontal flourish extending to the right.

Jeff Burch, Director, The Pace Gallery

Cc: Bob LaZebnik

December 3, 2009

Mr. Robert LaZebnik
6740 Kentucky Avenue
Clark Lake, MI 49234

Dear Bob,

Enclosed are two concept sketches for the relocation of "Summer Night Tree." Two pictures worth two thousand words.

Key Points

1. Simple conical pedestal constructed of exposed river run aggregate concrete. (The sculpture emerges from the ground like a tree).
2. Uplights to be housed in pedestal, four to five feet out from the center point. Additional spotlights located on two relocated street light standards to illuminate the sculpture from the side.
3. The conical pedestal placement allows the public to walk around the sculpture and access the park from the corner.
4. The pool has been removed; it is a barrier to the sculpture and the park.
5. The majority of the existing park "hardscape" remains, i.e.: central crossing fountain and the platform area. Cross circulation is maintained and expanded with pedestrian access allowed from the corner of Jackson Street and Michigan Avenue.
6. The blank walls of the hardware store and the Reynolds building facing the park could be covered with a cable lattice allowing the growth of climbing vines.
7. Wouldn't it be great if the historic "Greek Revival" building was restored and developed into a coffee house with French doors opening out to the park?
8. I know it would be sacrilegious, but wouldn't it be appropriate to repaint the sculpture a dark green, almost black!

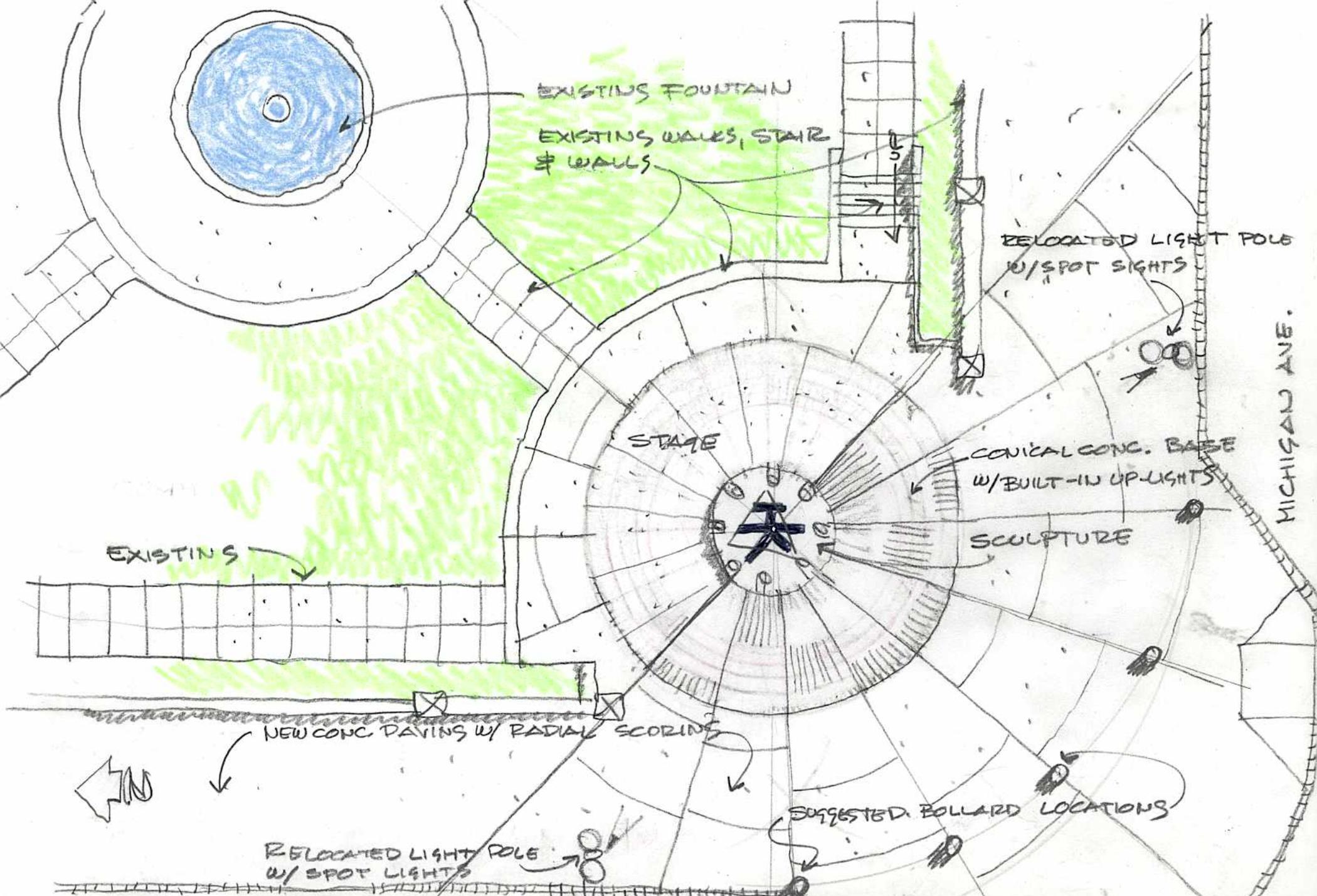
Your thoughts would be welcome. Would like to spend some time in the park this summer to better understand how it is used. The south and west sun exposure is really great.

Yours truly,



Edward D. Francis, FAIA
Principal, Historic Architect

Attachments: 2 Design Sketches
 Invoice



RELOCATION SITE PLAN for
 "SUMMER NIGHT TREE" BY LOUISE NEELSON
 12.3.09 — GUNN-LEVINE, ARCHITECTS, DETROIT REVISED 12.15.09
 726 LOTHROP. 313-873-3280 JACKSON ST.



CONCEPT SKETCH "SUMMER NIGHT TREE" RELOCATED @ JACKSON & MICHIGAN

JACKSON CITY COUNCIL MEETING

MINUTES

JUNE 8, 2010

CALL TO ORDER.

The Jackson City Council met in regular session in City Hall and was called to order at 7:01 p.m. by Mayor Karen F. Dunigan.

PLEDGE OF ALLEGIANCE – INVOCATION.

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

ROLL CALL.

Present: Mayor Karen F. Dunigan and Councilmembers Carl L. Breeding, Robert B. Howe, Daniel P. Greer, Kenneth E. Gaiser, Andrew R. Frounfelker and John R. Polaczyk—7. Absent: none.

Also Present: Interim City Manager Warren D. Renando, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

AGENDA.

Motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to adopt the agenda. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

CITIZEN COMMENTS.

Robert Fillmore, Kenneth Fillmore, Dan Durand, Michael O'Rourke, Joanne DeBus and Linda Chaffee all spoke in opposition to closing fire stations.

PRESENTATIONS/PROCLAMATIONS.

None.

CONSENT CALENDAR.

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the following Consent Calendar. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

Consent Calendar

- A. Approval of the minutes of the regular City Council meeting of May 25, 2010.
- B. Approval of the request from P & T Fitness, Inc., to conduct the Mick Webster Memorial Bike Ride on City streets, Saturday, July 24, 2010, beginning at 9:00 a.m., beginning at 225 N. Jackson Street, with police escort. (Recommended approval received from the Police, Fire, Traffic Engineering, Parks & Recreation and Public Services Departments, and the Downtown Development Authority. Proper insurance coverage received.)
- C. Approval of the request from the Grand River Environmental Action Team (G.R.E.A.T.) to hold their Annual Grand River Clean-up staging at the Riverwalk Amphitheater on Saturday, September 11, 2010 (rain date September 18th), from 8:00 a.m. until 3:00 p.m. (event 9:00 a.m. until 2:00 p.m.) (Recommended approval received from the Police, Fire, Traffic Engineering, and Public Services Departments, and the Downtown Development Authority. Proper insurance coverage received.)
- D. Approval of the request to waive permit fees for listed properties related to the World Changers program, in accordance with the recommendation of the Community Development Director.
- E. Approval of the request to award contracts to the listed low bidders for the purchase of water treatment chemicals for the Water Treatment Plant for fiscal year 2010-2011, in accordance with the Interim Water Department Director and the Purchasing Agent.
- F. Approval of the request to award contracts to the listed low bidders for the purchase of bulk chemical treatment supplies for the Wastewater Treatment Plant for fiscal year 2010-2011, in accordance with the recommendation of the Acting Director of Sewage Treatment and Facilities and the Purchasing Agent.
- G. Receipt of petitions filed by Karl O. Schelling, Certainteed Corporation, Wells Fargo Bank, Erb Lumber and Argyle Acres Mall with the Michigan Tax Tribunal and referral to the City Assessor and City Attorney for appropriate action.
- H. Approval of the request to exceed the current World Changers program household income limits for emergency roof repair at 610 Burr Street only, in accordance with the recommendation of the Community Development Director.

COMMITTEE REPORTS.

None.

APPOINTMENTS.

- A. **APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT WARREN D. RENANDO, INTERIM CITY MANAGER, TO THE LOCAL DEVELOPMENT FINANCE AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY FOR A FOUR-YEAR TERM BEGINNING IMMEDIATELY, AND ENDING JUNE 3, 2014.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the recommendation. The motion was adopted by the following vote.

Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

PUBLIC HEARINGS.

None.

RESOLUTIONS.

- A. CONSIDERATION OF A RESOLUTION APPROVING A GRANT OF EASEMENT TO THE MICHIGAN THEATRE OF JACKSON, INC., AT A COST OF \$1.00, TO OBTAIN AN EASEMENT OF APPROXIMATELY EIGHT (8) FEET BY EIGHTEEN (18) FEET FROM THE NORTHEAST CORNER OF CITY PARKING LOT 14 TO ENHANCE THEIR CONCESSIONS STAND AREA, AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO SIGN THE GRANT OF EASEMENT.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Howe to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmember Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

- B. CONSIDERATION OF A RESOLUTION FOR THE CITY TO DECLINE EXERCISING ITS RIGHT OF FIRST REFUSAL FOR THE LISTED JACKSON COUNTY 2010 TAX FORECLOSED PROPERTIES, EXCEPT PARCEL 1-0854.1000, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY MANAGER, CITY ASSESSOR, AND COMMUNITY DEVELOPMENT DIRECTOR.**

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

ORDINANCES.

None.

OTHER BUSINESS.

- A. CONSIDERATION TO DIRECT THE INTERIM CITY MANAGER TO KEEP ALL THREE FIRE STATIONS OPENED, MAINTAINED AND STAFFED, AND THAT A FIRE STATION CAN ONLY BE CLOSED BY A MAJORITY VOTE OF THE CITY COUNCIL. (ITEM BROUGHT FORWARD FROM COUNCILMEMBER BREEDING AT THE MAY 25, 2010, MEETING.)**

Motion was made by Councilmember Breeding and seconded by Councilmember Polaczyk that Council direct the Interim City Manager to keep all three fire stations opened with staff and that the closing of any fire station not be considered until after December 31, 2010. The motion was adopted by the following vote. Yeas: Councilmembers Breeding, Howe, Frounfelker and Polaczyk—4. Nays: Mayor Dunigan and Councilmembers Greer and Gaiser—3. Absent: 0.

Councilmember Gaiser, using a sketch of the City's boundaries, discussed ISO ratings, response times and mutual aid agreements with townships. He stated that if all fire fighters came from the same station (No. 1) it would give everyone in the City as good or better protection. Downtown, with its commercial buildings, would benefit. He further explained Fire Department medical runs, explaining that firefighters are not allowed to dispense drugs and ambulance personnel can.

Fire Chief Beyerstedt responded stating that Fire Department personnel carry oxygen and have the ability to intubate patients, which is a paramedic function. He also disagreed with some of the mileage statistics that Councilmember Gaiser referred to.

NEW BUSINESS.

- A. CONSIDERATION OF THE REQUEST TO APPROVE THE BID AWARD TO R. S. CONTRACTING, FOR A TOTAL COST OF \$34, 841.00, FOR THE LONG LINE PAINTING CONTRACT, AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S), IN ACCORDANCE WITH THE RECOMMENDATION OF THE PURCHASING AGENT AND THE CITY ENGINEER.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Polaczyk to approve the request. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

- B. CONSIDERATION OF THE REQUEST TO APPROVE THE BID AWARD TO AT-A-MOMENTS NOTICE, IN THE AMOUNT OF \$49,100.00, FOR THE OWNER-OCCUPIED COMMUNITY DEVELOPMENT REHABILITATION PROJECT LOCATED AT 1043 CHITTOCK, IN ACCORDANCE WITH THE RECOMMENDATION OF THE COMMUNITY DEVELOPMENT DIRECTOR.**

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the request. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

- C. DISCUSSION OF CITY GOALS AND OBJECTIVES INCLUDING A BRIEF PRESENTATION BY THE INTERIM CITY MANAGER AND IDEAS FROM THE CITY COUNCIL.**

Interim City Manager presented some goals and objectives and the Council prioritized them as follows:

- | | |
|------------|--------------------------------------|
| No. 1 | Balance the budget |
| No. 2 | Share services |
| Nos. 3 & 4 | Lower taxes and address labor issues |
| No. 5 | Stop population loss |
| No. 6 | Hire a permanent City Manager |

Motion was made by Councilmember Gaiser and seconded by Councilmember Breeding to add an item to the agenda regarding citizen comments. The motion FAILED adoption by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding and Gaiser—3. Nays: Councilmembers Howe, Greer, Frounfelker and Polaczyk—4. Absent: 0.

Councilmember Greer requested that an item be placed on the June 22 Council meeting agenda regarding the addition of citizen comments at the end of the meeting, with immediate effect and a 3-minute time limit.

CITY COUNCILMEMBERS' COMMENTS.

Councilmember Howe discussed vacant houses and overgrown lawns. He reminded banks, realtors, landlords, etc. to have these lawns mowed because it will cost them more if the City has to do it.

Councilmember Gaiser requested that an action plan be put in place for residents on Hibbard Avenue who are experiencing water in their basements.

Councilmember Frounfelker inquired about the special meeting scheduled for June 15 and asked that Councilmembers be polled for their availability for special meetings. He explained the reason he changed his vote from the last Council meeting regarding the closing of fire stations. He would like to work with the union and ask for some work rule concessions and to also assemble a task force to start addressing how to set up a metro fire department and work with the townships. He would like to see these things done before considering closing fire stations.

Councilmember Howe left the meeting at 8:42 p.m.

Mayor Dunigan announced the Jammin' in Jackson events, which will be held on the second and fourth Thursdays during the months of June, July and August in Bucky Harris Park at 5:00 p.m. She thanked John Crist and CP Federal Credit Union for making these concerts possible.

MANAGER'S COMMENTS.

None.

ADJOURNMENT.

No further business being presented, a motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 8:44 p.m.

Lynn Fessel
City Clerk

**JACKSON CITY COUNCIL
SPECIAL MEETING MINUTES
JUNE 8, 2010**

CALL TO ORDER.

The Jackson City Council met in special session in the 14th floor conference room in City Hall and was called to order by Mayor Karen F. Dunigan at 12:03 p.m.

ROLL CALL.

Present: Mayor Karen F. Dunigan and Councilmembers Robert B. Howe, Daniel P. Greer, Kenneth E. Gaiser and John R. Polaczyk—5. Absent with excuse: Councilmembers Carl L. Breeding and Andrew R. Frounfelker—2.

Also present: Interim City Manager Warren D. Renando, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

ADOPTION OF THE AGENDA.

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

EXECUTIVE SESSION TO DISCUSS CITY MANAGER CANDIDATE APPLICATIONS.

Motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to go into closed executive session. The motion was adopted by the following roll call vote. Yeas: Mayor Dunigan and Councilmembers Howe, Greer, Gaiser and Polaczyk—5. Nays: 0. Absent: Councilmembers Breeding and Frounfelker—2.

RETURN TO OPEN SESSION.

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

CONSIDERATION OF CANDIDATES AND AN INTERVIEW SCHEDULE.

A special City Council meeting will be held on June 15, 2010, at 12:00 noon in the 10th floor conference room in City Hall. Council will meet in executive session to discuss candidates for the position of City Manager. Council may also meet in open session to select candidates to be interviewed and establish an interview schedule.

ADJOURNMENT.

No further business being presented, a motion was made by Councilmember Polaczyk and seconded by Councilmember Howe to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 12:55 p.m.

Lynn Fessel
City Clerk

**JACKSON CITY COUNCIL
SPECIAL MEETING MINUTES
JUNE 15, 2010**

CALL TO ORDER.

The Jackson City Council met in special session in the 10th floor conference room in City Hall and was called to order by Mayor Karen F. Dunigan at 12:04 p.m.

ROLL CALL.

Present: Mayor Karen F. Dunigan and Councilmembers Robert B. Howe, Daniel P. Greer, Andrew R. Frounfelker and John R. Polaczyk—5. Absent with excuse: Councilmembers Carl L. Breeding and Kenneth E. Gaiser—2.

Also present: Interim City Manager Warren D. Renando, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

ADOPTION OF THE AGENDA.

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

EXECUTIVE SESSION TO DISCUSS CANDIDATES FOR THE POSITION OF CITY MANAGER.

Motion was made by Councilmember Howe and seconded by Councilmember Greer to go into closed executive session. The motion was adopted by the following roll call vote. Yeas: Mayor Dunigan and Councilmembers Howe, Greer, Frounfelker and Polaczyk—5. Nays: 0. Absent: Councilmembers Breeding and Gaiser—2.

RETURN TO OPEN SESSION.

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

SELECTION OF CANDIDATES TO BE INTERVIEWED FOR THE POSITION OF CITY MANAGER.

Motion was made by Mayor Dunigan and seconded by Councilmember Polaczyk to interview Darwin D. P. McClary, Michael L. Stampfler, Cole S. O'Donnell and Joseph A. Bippus

for the position of City Manager. The motion was adopted by the following roll call vote. Yeas: Mayor Dunigan and Councilmembers Howe, Greer, Frounfelker and Polaczyk—5. Nays: 0. Absent: Councilmembers Breeding and Gaiser—2.

ESTABLISHMENT OF AN INTERVIEW SCHEDULE.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Polaczyk to conduct interviews on June 30 and July 1, 2010, at 6:30 and 7:45 each evening. The motion was adopted by the following roll call vote. Yeas: Mayor Dunigan and Councilmembers Howe, Greer, Frounfelker and Polaczyk—5. Nays: 0. Absent: Councilmembers Breeding and Gaiser—2.

Motion was made by Councilmember Howe and seconded by Councilmember Greer for the City to pay for mileage or airfare (coach) for the candidates, up to two nights at the Country Inn and Suites and meals and expenses. The motion was adopted by the following roll call vote. Yeas: Mayor Dunigan and Councilmembers Howe, Greer and Polaczyk—4. Nays: Councilmember Frounfelker—1. Absent: Councilmembers Breeding and Gaiser—2.

ADJOURNMENT.

No further business being presented, a motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 1:13 p.m.

Lynn Fessel
City Clerk

MEMORANDUM

June 15, 2010

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Special Event Request from Mary Spring

Mary Spring is requesting a street closure to hold a wedding reception in front of the Jackson Symphony Orchestra Hall at 215 W. Michigan Avenue. The request is to close Michigan Avenue from Jackson Street to Hayes Alley, beginning at 9:00 a.m. on Saturday, July 17, 2010, until 9:00 a.m. on Sunday, July 18, 2010. The event is on July 17 from 3:30 p.m. until 11:00 p.m. and the additional hours allow for set-up and tear-down. Mrs. Spring will be responsible for the costs incurred by City departments for this event.

Requested action is to approve the request, contingent upon receipt of recommended approval from the Police, Fire, City Engineering and Public Works Departments, the Downtown Development Authority and proper insurance coverage.

C: City Manager



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: 4/6 Time: 3:30pm By: 6/14/10

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: MARY SPRING

Organization Address: 215 W. Michigan Ave.

Organization Agent: Mary Spring Title: Development Director

Phone: Work 782-3221 Home _____ During event 616 204 1685

Agent's Address: 314 S. Bowen, Jackson, MI 49203

Agent's E-Mail Address: mary.spring@jacksonsymphony.org

Event Name: Hedrick/Spring Wedding Reception

Please give a brief description of the proposed special event: Venue contracted to host a wedding reception

Event Day(s) & Date(s): Sat. July 17, 2010 Event Time(s): 3:30 - 11 pm.

Set-Up Date & Time: Sat. July 17, 2010 9am Tear-Down Date & Time: Sun. July 18, 2010 9am

Event Location: Sidewalk/Street in front of 215 W. Mich. - JSO Hall

ANNUAL EVENT: Is this event expected to occur next year? 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: 7/17 9am through Date/ Time: 7/18 12 noon

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? 3:30 pm until 12 midnight



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? 250 guests

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.)
Street Closure (see attached map)

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

forthcoming

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

6/14/2010
 Date

Quisha L. Miller
 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

REN ST.

CLINTON ST.

GLICK

HWY ST.

W.

PEARL

HAYES

N. JACKSON

CORTLAND ST.

XXXXXX

W.

WESLEY ST.

COUNTY COURT BLDG

W.

FRANKLIN

CITY HALL

MICHIGAN AVE

COUNTY TOWER BLDG

ST

ST

ANIC

ST.

ST. MARY SCHOOL

WESLEY

E.

COLUMBUS ST.

ST.

STATE OFFICE

FRANKLI



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: 6/16/10 Time: 10 am By: [Signature]

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

Sponsoring Organization's Legal Name: UPPER GRAND RIVER WATERSHED ALLIANCE

Organization Address: 10 JON DOWLING, P.E. CITY ENGINEER, 161 W. MICHIGAN AVE, 4TH FLR JACKSON 49201

Organization Agent: PAUL RENTSCHLER Title: ECOLOGIST

Phone: Work 810-923-5278 Home 734-944-3095 During event 810-923-5278

Agent's Address: ASTI ENVIRONMENTAL, 10418 CITATION DR., BRIGHTON, MI 48116

Agent's E-Mail Address: prantschler@asti-env.com

Event Name: GRAND RIVER EXPEDITION 2010

Please give a brief description of the proposed special event: A 225-MILE PADDLING TRIP + CELEBRATION OF THE GRAND RIVER. SPECIFICALLY WE ARE REQUESTING AUTHORIZATION TO LAND CANOES AT PARK/PAVILLION AREA IN FRONT OF CONSUMERS BLDG, AND HOST A LUNCH + EDUCATIONAL DISPLAYS AT FARMERS MARKET

Event Day(s) & Date(s): THURSDAY, JULY 15 Event Time(s): 11 AM - 1 PM

Set-Up Date & Time: THURSDAY JULY 15 10AM Tear-Down Date & Time: THURSDAY JULY 15 1-2 pm

Event Location: PARK/PAVILLION @ CONSUMERS BUILDING

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 3 1990, 2009, 2010

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: NOT APPLIC. through Date/ Time: _____

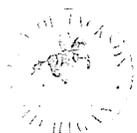
RESERVED PARKING: Are you requesting reserved parking? YES NO
 If yes, list the number of street spaces, City lots or locations where parking is requested: _____

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO
 If yes, what time? _____ until _____

* THE JACKSON CONVENTION + VISITORS BUREAU IS PROVIDING FOOD FOR THE PADDLERS BUT FOOD WILL NOT BE SOLD, LOCAL ENVIRON. GROUPS WILL HAVE DISPLAYS BUT WILL NOT BE SELLING MERCHANDISE



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? 65 paddlers + public coming to see displays
~ 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? _____
 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 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:
ALL PADDLERS COVERED SEPARATELY BY INSURANCE PURCHASED FOR THE EVENT.

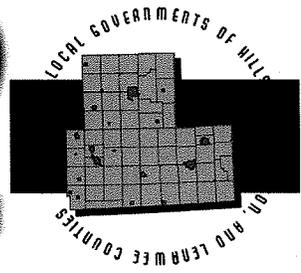
CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
 A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy or I am requesting that City Council waive the insurance requirement for this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

6/15/10
 Date

[Signature]
 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

Region 2 Planning Commission



INVOICE NO. 3086

DATE: June 4, 2010

Warren Renando, City Manager
 City of Jackson (364 J)
 161 W. Michigan Avenue
 Jackson, MI 49201

cc: Phil Hones, CPA

DESCRIPTION		
Planning Services for May 2010 Historic District Zoning Administration Zoning Ordinance Rec/Information Zoning Appeals/Variances Metro Parks Study Metro Parks Plan		\$ 1,576.53 4,805.62 1,723.65 (7.58) (12.53) (29.02)
Balance Due Region 2 Planning Commission.		\$ 8,056.67



Community Development

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

June 15, 2010

TO: Warren D. Renando, Interim City Manager
FROM: Carol L. Konieczki, Community Development Director
RE: Approval of the 2010-2011 Community Development Block Grant (CDBG) and HOME Subrecipient Agreements

On May 11, 2010, the Jackson City Council announced its final allocations for 2010-2011 CDBG and HOME funds as follows:

CDBG

AWARE, Inc.	\$ 15,000
Center for Family Health.....	20,000
Family Services & Children’s Aid	7,000
Jackson Affordable Housing Corp. (Homeownership Counseling)	8,000
King Center Summer Youth Program	40,000
Partnership Park Neighborhood Association.....	5,000
The Salvation Army	60,000
United Way 211 Call Center	10,000
Community Development – Administration	249,700
Community Development – Code Enforcement	503,345
Community Development – Residential Rehabilitation	186,000
Community Development – Jobs Creation Initiative	50,000
City Attorney’s Office – Code Enforcement	63,000
Department of Public Works	20,000
Engineering – Street Paving/Reconstruction	355,000
John George Home	10,000
Forestry.....	14,000
Total:	\$1,616,045

HOME

Community Development - Rehabilitation Assistance (RAP)	\$179,945
Community Development – Administration (PJ).....	30,400
Jackson Affordable Housing Corp. – Homeownership Assistance	40,000
Jackson Affordable Housing Corp. – Administration	6,000
Jackson Affordable Housing Corp. – CHDO Acquisition/Rehab/Resale	90,000
Jackson Affordable Housing Corp. - CHDO Operating Expenses.....	18,000
Total:	\$364,345

No modifications have been made to the boilerplate subrecipient agreement that was approved by City Council in 2009. The application and One-Year Action Plan were submitted to HUD on May 14, 2010, and the Request for Release of Funds and required Certifications were submitted to HUD on June 2, 2010.

Requested action is for City Council to authorize the Mayor and City Clerk to execute Subrecipient Agreements with the above referenced entities in the amounts indicated once the Authorization to Use Funds has been received from HUD.

Please place this item on the June 22, 2010 City Council agenda for consideration.

cc: Heather L. Soat, Financial Analyst
Michelle L. Pultz, Community Development Project Coordinator

S:\CDBG-HOME\Agenda Items\FY 10-11\CDBG & HOME Subrecipient Agreements.doc



**Subrecipient Agreement Between
The City of Jackson
and**

City of Jackson
161 W. Michigan Avenue
Jackson, MI 49201
(517) 768-6436
www.cityofjackson.org

For

THIS AGREEMENT is entered on this _____ day of _____, 20____, by and between the CITY OF JACKSON, located at 161 West Michigan Avenue, Jackson, MI 49201 (herein called the "Grantee"), and _____, whose offices are located at _____ (hereinafter called the "Subrecipient");

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, as amended; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in achieving certain goals and objectives identified in its Consolidated Plan.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. Scope of Service.

A. *Activities.* The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) 2009-2010 Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

Program Delivery: _____ . <activity>

See **Attachment A** for further information.

B. *National Objectives.* All activities funded with CDBG funds must meet one or more of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208.

The Subrecipient certifies the activity(ies) carried out under this Agreement will meet the _____ National Objective. **<indicate which National Objective>** To qualify under this subcategory,

C. *Levels of Accomplishment – Goals and Performance Measures.* The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units/Month</u>	<u>Total Units per Year</u>
-----------------	--------------------	-----------------------------



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Performance will be measured by

D. *Staffing.*

Contact Person:

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee. Notification of said changes shall be communicated in writing by the Subrecipient to the Grantee within a reasonable amount of time. See **Attachment A** for a complete staff listing.

E. *Performance Monitoring.* The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee, in its sole discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time, which shall not exceed ten (10) days after being notified by the Grantee, contract suspension or termination procedures may be initiated by Grantee in its sole discretion.

2. **Time of Performance.** Services of the Subrecipient shall start on the 1st day of July, 20 , and end on the 30th day of June, 20 . The term of the Agreement and the provisions herein may be extended to cover any additional time period.

3. **Budget.**

Line Item Description	Amount
	\$

Any indirect costs charged must be consistent with the conditions of Paragraph 8(C)(ii) of this Agreement. In addition, the Grantee requires a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information on **Attachment B**. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

4. **Payment.** It is expressly agreed and understood that the total to be paid by the Grantee under this Agreement shall not exceed \$.00. Drawdowns for the payment of eligible expenses shall be made against the line item amounts specified in Paragraph 3 above and in accordance with satisfactory performance by the Subrecipient, which shall be determined by Grantee in its sole discretion. Payments made by the Grantee to the Subrecipient for eligible expenses incurred under this Agreement shall be paid on a reimbursable basis, given that the Subrecipient has provided proper and complete source documentation to the satisfaction of the Grantee.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.



5. **Notices.** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee:

City of Jackson
ATTN: Michelle L. Pultz
161 West Michigan Avenue
Jackson, MI 49201
Ph: (517) 768-6436
Fax: (517) 780-4781
Email: mpultz@cityofjackson.org

Subrecipient:

ATTN:

Ph: (517)
Fax: (517)
Email:

6. **Special Conditions.** Not applicable at this time.

7. **General Conditions.**

- A. *General Compliance.* The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Department of Housing and Urban Development regulations concerning CDBG) including subpart K of these regulations, except that 1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604, and 2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. *"Independent Contractor."* Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- C. *Hold Harmless.* The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all damages, including attorney fees, claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.



- D. *Workers' Compensation.* The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. *Insurance and Bonding.* The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall, at the time of execution of this Agreement, file with the Grantee the Certificate of Insurance, which shall cover all of the Subrecipient's insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies of insurance covering said Grantee and its officers, agents and employees. Each such policy and certificate shall be satisfactory to the Grantee and shall bear an endorsement precluding the cancellation or reduction in coverage without giving notice to the Grantee at least thirty (30) days prior notice thereof in writing. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Subrecipient's responsibility for payment of damages resulting from their operations under this Agreement.

The Subrecipient shall maintain insurance in force at all times during the term of this Agreement at the minimum amounts and types as indicated below:

Workers' Compensation	\$100,000 or statutory limit as required under the MI Workers' Compensation Act, whichever is higher
-----------------------	------------------------------------------------------------------------------------------------------

~and~

Comprehensive General Liab. (Including Pollution and XCU if Appropriate)	Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$500,000 each occurrence \$500,000 aggregate
or Combined Single Limit		\$1,000,000 each occurrence \$1,000,000 aggregate

~and~

Automobile Liability	Bodily Injury	\$1,000,000 each person
		\$1,000,000 each occurrence
	Property Damage	\$100,000,000 each occurrence
or Combined Single Limit		\$1,000,000

Grantee and its officers, agents and employees shall be listed as an additional insured on all comprehensive general liability coverages, and shall be provided with a Certificate of Insurance, which reflects this additional insured status. All certificates and notices shall be sent to the Grantee at the address identified in Paragraph 5 above.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

- F. *Grantee Recognition.* The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items



utilized pursuant to this Agreement shall be prominently labeled as to its funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

- G. *Amendments.* The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

- H. *Suspension or Termination.* Grantee, in its sole discretion, may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed, determined by Grantee in its sole discretion, on such documents or materials prior to the termination.

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- iii. Ineffective or improper use of funds provided under this Agreement; or,
- iv. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines



that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

- I. *Drug-Free Workplace.* The Subrecipient will or will continue to provide a drug-free workplace by:
 - i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Subrecipient's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (7)(I)(i);
 - iv. Notifying the employee in the statement required by subparagraph (7)(I)(i) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - v. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (7)(I)(iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - vi. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (7)(I)(iv)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (7)(I)(i) through (vi).



8. **Uniform Administrative Requirements.** All Subrecipients are required to comply with applicable uniform administrative requirements contained at 24 CFR 570.502 including, but not limited to the following:

A. *Financial Management:*

- i. *Accounting Standards.* The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. *Cost Principles.* The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Education Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. *Documentation and Record Keeping:*

- i. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:
 - a. Records providing a full description of each activity undertaken; and
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program; and
 - c. Records required to determine the eligibility of activities; and
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance; and
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program; and
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- ii. *Retention.* The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then



such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

- iii. *Client Data.* The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
- iv. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or as subject to the Freedom of Information Act.
- v. *Property Records.* The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold with funds provided under this Agreement. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR 570.503(b)(8), as applicable.
- vi. *Close-Outs.* The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- vii. *Audits and Inspections.* All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as the Grantee or grantor agency deemed necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of notice of deficiencies by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in



accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. *Reporting and Payment Procedures.*

- i. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such program income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
- ii. *Indirect Costs.* If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for written approval, prior to reimbursement of expenses and in a form specified by the Grantee.
- iii. *Payment Procedures.* The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for cost incurred by the Grantee on behalf of the Subrecipient.
- iv. *Progress Reports.* The Subrecipient shall submit regular quarterly Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. *Procurement.*

- i. *Compliance.* The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
- ii. *OMB Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.



iii. *Travel.* The Subrecipient shall obtain prior written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. *Use and Reversion of Assets.* The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program, or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

9. **Relocation, Real Property Acquisition and One-For-One Housing Replacement.** The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act of 1974, as amended; and 3) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to the displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with



applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

10. **Personnel and Participant Conditions.**

A. *Civil Rights.*

- i. *Compliance.* The Subrecipient agrees to comply with the following: Elliott-Larson Civil Rights Act, PA 453 of 1976, as amended, MCL 37.2101, *et seq*; Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, as amended.
- ii. *Non-Discrimination.* The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.
- iii. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- iv. *Section 504.* The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits



discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. *Affirmative Action.*

- i. *Approved Plan.* The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- ii. *Women- and Minority-Owned Businesses (W/MBE).* The Subrecipient will actively solicit small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, (15 USC 632), and "minority and women's business enterprises" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
- iii. *Access to Records.* The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with rules, regulations and provisions stated herein.
- iv. *Notifications.* The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.* The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer.



- vi. *Subcontract Provisions.* The Subrecipient will include the provisions of Paragraphs 10(A) Civil Rights, and (B) Affirmative Action, in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. *Employment Restrictions.*

- i. *Prohibited Activity.* The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.
- ii. *Labor Standards.* The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act, as amended (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kickback Act (40 USC 276c; 18 USC 874 *et seq.*; 29 CFR Part 3) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to documentation that demonstrates compliance with hour and wage requirements of this part. and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, 6 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- iii. *"Section 3" Clause.*
 - a. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a



condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.



The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. *Notifications.* The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. *Subcontracts.* The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. *Conduct.*

- i. *Assignability.* The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- ii. *Subcontracts.*
 - a. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.
 - b. *Monitoring.* The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. *Content.* The Subrecipient shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. *Selection Process.* The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.



- iii. *Hatch Act.* The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.
- iv. *Conflict of Interest.*

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
 - c. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
 - d. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
 - e. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
 - f. In the procurement of supplies, equipment, construction, and services by Subrecipient, the conflict of interest provisions above shall apply.
- v. *Lobbying.* The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to



influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, of any Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of Paragraph 10(D)(v)(d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. *Lobbying Certification.* This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- vi. *Copyright.* If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.
- vii. *Religious Activities.* The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. **Environmental Conditions.**

A. *Air and Water.* The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC 7401, as amended,
- Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.



- B. *Flood Disaster Protection.* In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. *Lead-Based Paint.* The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the systems, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children who have not yet reached the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- D. *Historic Preservation.* The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older, or that are included on a Federal, state, or local historic property list.

12. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
13. **Paragraph Headings and Subheadings.** The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
14. **Waiver.** The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications or proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Signed in the Presence of:

CITY OF JACKSON
a Michigan municipal corporation

By: _____
Karen F. Dunigan *Mayor*

By: _____
Lynn Fessel *City Clerk*

By: _____

Please print name
Its _____

By: _____

Please print name
Its _____



Julius A. Giglio
City Attorney

Susan G. Murphy
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

MEMORANDUM

June 11, 2010

TO: Honorable Mayor and City Council

FROM: Julius A. Giglio, City Attorney

RE: Quit Claim Deed to the Estate of Matthew B. Duffy

Attached please find a copy of correspondence dated June 7, 2010 received from American Title Company of Jackson in reference to the Quit Claim Deed from the City dated January 24, 2002, (See Attachment 1). The 2002 Claim Deed to Mr. Duffy designated the Grantee as: "Matthew B. Duffy Life Estate." The Purchase Offer for Mr. Duffy used the same designation (See Attachment 2).

Mr. Duffy is now deceased and American Title Company has requested the City reconvey the property to "The Estate of Matthew B. Duffy." Accordingly, I have prepared a replacement deed for execution by the City.

The requisite action for Council is to approve the Quit Claim Deed, authorize the Mayor and Clerk to sign same, and authorize the City Attorney to take all actions necessary to effectuate conveyance of the property. If Council has any questions, please contact me.

JAG/dn
Enc.

cc: Carol Konieczki, Community Development Director
Lynn Fessel, City Clerk

AMERICAN TITLE

COMPANY of JACKSON



June 7, 2010

Attachment 1

City of Jackson
City Attorney's Office
161 W. Michigan
Jackson, MI 49201

RECEIVED
CITY OF JACKSON

JUN 10 2010

ATTORNEY'S OFFICE

By: _____

Attn: Mr. Julius Giglio

RE: 813 Whitney
Matthew B. Duffy

Dear Jules:

As we discussed, we are being asked to insure the property located at 813 Whitney owned by Matthew B. Duffy (now deceased). On January 24, 2002 Mr. Duffy received a Quit Claim Deed for a 4 foot strip of land adjacent to his home at 813 Whitney from the City of Jackson which was recorded in Liber 1682, page 741, Jackson County Register of Deeds (copy attached). The Grantee clause on the deed recites "Matthew B. Duffy Life Estate". We believe Mr. Duffy acquired a Life Estate in and to the 4 foot strip of land and title to said strip was retained by the City of Jackson.

I don't know what the intent of the Quit Claim Deed was, however, if it was the intent that the City of Jackson's fee simple interest be conveyed completely, I believe a new deed would be necessary from the City of Jackson to The Estate of Matthew B. Duffy.

If you have any questions please contact me at your convenience.

Sincerely,

Robert F. Newman

RFN/sd
attachment

Attachment 2

Date: 11-5-01

Department of Community Development
161 W Michigan Avenue
Jackson, MI 49201

NOV 07 REC'D

I, Matthew B. DUFFY LIFE ESTATE am submitting
(name or names as desired on deed)

an offer to purchase City-owned property located at:

813 Whitney 8-1764.1
(Address) (Assessor's Stencil Number)

for the sum of \$ 1.00 cash.

If purchased, I would use the property for the following purpose:

Extension of property

I can be contacted by phone between the hours 8:00 a.m. to 5:00 p.m. at 782-3071
(Home)

or _____ or by mail at the following:
(business)

815 Whitney
(number) (street)

Jackson MI 49202
(city) (state) (zip)

Purchaser(s) understands and acknowledges that they are purchasing the property in its present "As Is" condition and that neither the City of Jackson nor any of its officers, employees, agents, or representatives (hereinafter collectively referred to as "City") make any warranties or guarantees as to the property or any structures purchased or the condition thereof. The City does not warrant or guarantee clear title to the property being purchased, nor does the City guarantee that the Purchaser(s) will be able to obtain title insurance for the property being purchased. Purchaser(s) acknowledge that they have inspected the property described herein and are satisfied with the condition of same. Purchaser(s) assume all responsibility for any defects in title to the property and further assume all responsibility for the usability of the property. Purchaser(s) further acknowledge that they have been informed by the City that they will not be able to return the property to the City or obtain a refund for reason of defective title or condition of the property. Purchaser(s) shall indemnify, defend and save the City harmless from and against many and all claims, liability, costs, damages or losses of any nature resulting or arising from the sale of this property. City Council has the option of transferring properties from one classification to another to allow purchase and/or development. City Council reserves the right to select/reject any offer based upon the best interest of the City of Jackson.

Prepared by Julius Giglio, Deputy City Attorney

Matthew B. Duffy
(Bidder Signature)

(Bidder Signature)

QUIT CLAIM DEED

Grantor, City of Jackson, a Michigan Municipal Corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan, 49201, quit claims to the Estate of Matthew B. Duffy, Grantee, whose address is 815 Whitney, Jackson, Michigan, 49202, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

N 4 FT LOT 11 HOVEY'S SUB DIV OF PART OF BLK 11, MURPHY'S ADD

Commonly known as 813 Whitney,

according to the recorded plat there of as recorded in, of Jackson County Records, for the sum on One Dollar and no/100 (\$1.00) subject to all easements, reservations, and building and use restrictions of record. This Deed is being given to correct the designation of the Grantee used in a Quit Claim Deed from Grantor dated January 24, 2002, recorded in Liber 1682, page 741, Jackson County Records.

This deed is exempt from Real Estate transfer tax under MCL 207.505(h) and MCL 207.526(h)(i).

Dated this ____ day of _____, 2010.

SIGNED IN THE PRESENCE OF:

The City of Jackson, GRANTOR

Witness

By _____
Karen F. Dunigan, Mayor

Witness

By _____
Lynn Fessel, City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Karen F. Dunigan 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: _____

When recorded return to: Grantee	Send Subsequent Tax Bills to: Grantee	This instrument prepared without opinion by: Julius A. Giglio, P32022 City Attorney 161 W Michigan Jackson, MI 49201
-------------------------------------	------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

Tax Parcel #8-1764.1



City Manager's Office

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

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Warren D. Renando, Interim City Manager
DATE: June 16, 2010
SUBJECT: Change Order No. 2 for Tetra Tech – Water & Sewer Rate Study

Attached is a Change Order to increase the contract amount for Water and Sewer Rate Study Project with Tetra Tech, Ann Arbor, Michigan. In October 2008, Council approved the original contract with Tetra Tech for \$49,609.00 for the Utility Rate Study. Change Order No.1, for \$12,000.00 was approved in November 2009, to make changes and update information from the original study.

We are now requesting approval for Change Order No. 2; to update current budget information, billable flow information, complete study and present to City Council with 2009-2010 data for an estimated and not to exceed amount of \$5,000.00. This \$5,000.00 Change Order will be on a time and materials basis. Tetra Tech will bill the City, for only the time required to complete the study. The billing rate for this work will be \$164.97 per hour.

Funds for these additional contract services are available in the current FY 2009/2010 Water and Waste Water Department budgets.

With your concurrence, I request the attached Change Order No. 2 from Tetra Tech, Inc., be approved and authorize the Interim City Manager, Interim Director Wastewater Treatment Plant, and Interim Director Water Department, to sign the Change Order for Tetra Tech.

Cc: Pete Rynas, Interim Director WWTP
Paul Hudson, Interim Director WTP
Lynn Fessel, Purchasing Agent
Lucinda Schultz, Accounting Manager

CHANGE ORDER NO. 2
To Contract for Water & Sewer Rate Study for Waste Water & Water Department
Tetra Tech
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	\$ 49,609.00
Change Order No. 1	\$ 12,000.00
Change Order No. 2	\$5,000.00
CONTRACT AMOUNT APPROVED THROUGH CHANGE ORDER NO. 2:	\$66,609.00
REASON FOR CHANGE ORDER NO. 2	\$ 5,000.00
Update current budget information, billable flow data, Completion of study and presentation to City Council with 2009-10 information.	
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2:	\$ 66,609.00

Accepted By:

Tetra Tech

Date: _____

Accepted By:

Paul Hudson, Interim Director Water Dept.

Date: _____

Accepted By:

Pete Rynas, Interim Director WWTP

Date: _____

Accepted By:

Warren D. Renando, Interim City Manager

Date: _____



TETRA TECH

June 11, 2010

Mr. Pete Rynas
Director of Sewage Treatment Facilities
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

**Re: City of Jackson, Michigan
Water and Sewer Rate Study
Change Order Number Two**

Dear Mr. Rynas:

In response to your request we are pleased to present the following additions to the scope of work for the Water and Sewer Rate Study project.

After the City awarded this study to Tetra Tech in 2008 we conducted the following meetings which roughly correspond to the progress on the project, which was on schedule:

- November 6, 2008: Project Start
- December 9, 2008: Revenue Requirements Analysis Workshop
- January 8, 2009: Township Audit Meeting
- February 24, 2009: Draft Cost of Service Analysis Workshop with Staff
- March 5, 2009: Cost of Service Analysis Workshop, including City Manager and City Attorney
- April 8, 2009: Top 20 Customer Analysis Workshop with Staff
- April 13, 2009: Council Presentation Review, including City Manager and City Attorney

The City postponed completion of the study after the April 13, 2009 meeting.

In October 2009 the City re-activated the project and requested the following additional tasks and activities (Change Order Number 1):

1. Separate the current joint water and sewer rate study into two distinct rate studies, one for water and one for sewer. All tables will be reviewed and Excel formulas revised to ensure that all calculations will result in separate water and sewer rates. The study period will be the next four years (i.e., rates to be effective on July 1 each year from 2010 to 2013).
2. Prepare a single table showing the financial impact on a typical inside-City residential customer of the total water and sewer bill, for each year of the study period.
3. Update the typical residential customer bill comparison table comparing current and proposed City of Jackson bills to
 - Adrian



TETRA TECH

- Ann Arbor
 - Battle Creek
 - Lansing
4. Replace the FY 2009-2010 expenses and revenues in the study with the adopted FY 2009-2010 data.
 5. Replace the usage data in the current study with the latest usage data.
 6. Develop a suggested method to bill outside-City customers for flow, BOD, SS, P and TKN charges when flow and/or strength data is inadequate.
 7. Additional meetings:
 - Review of the draft updated rate study with staff to obtain comments and revise as necessary
 - Review of the final updated rate study with the City Manager and City Attorney

The schedule was for Tetra Tech to present the results of the rate study to City Council by the end of January, 2010.

The lump sum cost of the original study was \$49,609 and the lump sum cost of Change order Number One was \$12,000 bringing the total cost to \$61,609, lump sum.

Due to several data changes and updates the model is currently being updated to incorporate the budget and billable flow information currently available. We have almost reached the current lump sum budget.

The City desires to have Tetra Tech prepare an update of the study in time for a conference call on June 16, 2010 followed by a presentation to the Council on June 22, 2010. In addition, the City anticipates that Tetra Tech may be needed to assist the City in negotiations with the State when the proposed new water rates are implemented.

Because the amount of support that the City will need is not defined at this time, we recommend that once the current lump sum budget is reached a \$5,000 change order (Change Order Number Two) be activated on a time and materials basis. The City will be billed only for the time required. My billing rate for this work will be \$164.97 per hour. This is the same internal rate we have used to accrue charges to the current lump sum project. The proposed \$5,000 time and materials budget will not be exceeded with the written approval of the City.

Please let me know if there are any questions on this.

Sincerely,

Vic Cooperwasser, P.E.
Senior Project Manager

CHANGE ORDER NO. 1

Owner: City of Jackson Date: November 25, 2009
 Project: Water/Sewer Rate Study
 Contractor: Tetra Tech
 Date of Contract Start: _____ \$ 61,609.00

You are directed to make the following changes in the Contract Documents:

Separate joint study into two distinct rate studies. One for Water and one for Sewer. Prepare customer financial impact table for each year of study. Update residential customer bill comparison table. Replace 09/10 expense and revenue data with 09/10 data. Replace usage data in current study with latest usage data. Develop method to bill outside-City customers for various charges when data is inadequate. Additional meetings. Change of completion date to January 31, 2010

Reason for Change Order:

The City postponed completion of the study after the April 13, 2009. Now that a new interim City Manager has started work, we desire to prepare an update of the Study. It appears that water usage has gone down and the reduction could be large enough to have an impact on rates.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial Completion	To final completion
Original	\$ 49,609.00	Original	_____
Previous (ADD/DEDUCT)	\$ _____	Previous C.O.'s (ADD/DEDUCT)	_____
This C.O. No. 1 (ADD)	\$ 12,000.00	This C.O. (ADD/DEDUCT)	_____
Contract Price with all approved Change Orders:	\$ 61,609.00	Original Completion Date	04/13/2009
		Revised Completion Date	01/31/2010

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

APPROVED:
 By: *Paul Vrentas*
 Owner (Authorized Signature)

December 3, 2009
 Date

ACCEPTED:
 By: *Vic Cooperman*
 Contractor (Authorized Signature)

November 30, 2009
 Date

Department of Public Services
Water Division



515 Water Street - Jackson, MI 49203
Telephone: (517) 788-4090 — Facsimile: (517) 788-4639

October 13, 2008

To: William Ross, City Manager

From: Glenn M. Chinavare, Director of Public Services
Paul Vermaaten, Director of Sewage Treatment Facilities

RE: Utility Rate Study

In May 2008, City Council requested a Combined Comprehensive Water and Wastewater Utility Rate study in accordance with the recommendation of the City Manager. The Purchasing Department sent out requests for proposals (RFP) to eight engineering/accounting firms. Unlike bid solicitations, RFP's are requested for professional services. These proposals provide an opportunity for the respondents to demonstrate their understanding of the project and their qualifications to perform the work.

On September 9, 2008, the Purchasing Department received four (4) proposals. A point system was used to evaluate the proposals based on: Qualifications; Ability; Experience; Approach, and Accessibility. City staff involved in the reviewing process is; Purchasing Agent Margaret Cunningham, Director of Waste Water Services Paul Vermaaten, Accounting Manager Lucinda Schultz, Director of Public Services Glenn Chinavare, and City Engineer Jon Dowling. Cost proposals were opened for only the two highest points rated firms. Below is a breakdown of the four proposals reviewed, and the cost of services submitted by the two highest rated firms:

Name	Total Rating 800 max pts	Total Expected Hrs	Costs by Dept: Water Waste Water	Total Cost Proposal
#1) Tetra Tech, Inc. Ann Arbor, MI	740	267	21679.14 27929.86	\$49,609*
#2) Earth Tech Grand Rapids, MI	731	538	\$35,000 \$38,500	\$73,500
#3) Jones & Henry Kalamazoo, MI	625	964		
#4) Utility Fin'l Solutions Holland, MI	539	396		

The Rate Review Committee recommends the Water and Wastewater Utility Rate Review services contract be awarded to Tetra Tech, Inc. of Ann Arbor, at the not-to-exceed cost of \$49,609. *Please note that Tetra Tech's total cost proposal reflects a cost break for performing both rate studys. If you concur with this recommendation, please place this on the next City Council agenda for consideration and approval.

Cc: Margaret Cunningham, Purchasing Agent
Jon Dowling, City Engineer
Lucinda Schultz, Accounting Manager



City of Jackson, Michigan Financial Statements

As of and For the 11 Months Ended May 31, 2010
(Unaudited)

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 11 Months Ended May 31, 2010
(Prepared on the Adopted Budget - Basis)

Function Department	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Legislative :</u>						
101-101 City Council	85,857	81,024	5,789	74,572	92.04%	6,452
<u>Judicial:</u>						
101-137 Administrative Hearings Bureau	23,742	22,580	1,583	22,751	100.76%	(171)
	23,742	22,580	1,583	22,751	100.76%	(171)
<u>General Government :</u>						
101-172 City Manager	259,967	149,385	7,374	133,561	89.41%	15,824
101-192 City Clerk-Elections	157,629	130,470	5,138	103,200	79.10%	27,270
101-201 Finance	447,572	422,993	25,892	374,179	88.46%	48,814
101-209 City Assessor	403,112	392,895	24,597	352,961	89.84%	39,934
101-210 City Attorney	564,993	482,462	52,657	436,539	90.48%	45,923
101-215 City Clerk	223,579	216,263	14,972	186,554	86.26%	29,709
101-226 Personnel	350,816	295,679	17,894	264,068	89.31%	31,611
101-233 Purchasing	113,034	122,304	5,558	112,197	91.74%	10,107
101-253 City Treasurer	332,816	309,350	33,796	285,317	92.23%	24,033
101-254 City Income Tax	221,916	193,693	13,625	169,970	87.75%	23,723
101-258 Management Information Services	346,189	334,060	20,460	278,209	83.28%	55,851
101-265 City Hall & Grounds	339,717	347,802	16,240	299,402	86.08%	48,400
101-276 Cemeteries	481,523	447,714	30,364	373,341	83.39%	74,373
101-299 Unallocated	515,342	598,268	30,823	484,325	80.95%	113,943
	4,758,205	4,443,338	299,390	3,853,823	86.73%	589,515
<u>Police Department :</u>						
101-301 Police	8,433,711	8,151,781	561,134	7,157,403	87.80%	994,378
101-303 Police Youth Services - JPS	320,763	302,624	21,273	257,100	84.96%	45,524
101-308 STEP Grants	0	13,333	0	13,333	100.00%	0
101-311 JCCA Grant	0	12,434	0	5,557	44.69%	6,877
101-313 Consortium Training	26,313	48,277	409	13,272	27.49%	35,005
101-314 In-Service Training	10,217	14,296	0	8,396	58.73%	5,900
101-315 MCOLES Training	0	36,856	16,158	19,897	53.99%	16,959
101-318 Homeland Security Grant	0	55,811	0	55,295	99.08%	516
101-319 ARRA Block Grant	0	137,069	483	483	0.35%	136,586
	8,791,004	8,772,481	599,457	7,530,736	85.84%	1,241,745
<u>Fire Department :</u>						
101-337 Fire Administration	284,800	319,414	22,490	287,106	89.89%	32,308
101-340 Fire Suppression	4,964,074	4,662,472	306,479	3,949,562	84.71%	712,910
101-341 Fire Prevention	15,938	12,692	899	8,645	68.11%	4,047
101-343 Fire Training	87,887	125,161	10,932	96,446	77.06%	28,715
	5,352,699	5,119,739	340,800	4,341,759	84.80%	777,980
<u>Other Public Safety :</u>						
101-350 Public Safety - Unallocated	1,534,967	1,662,587	83,965	1,465,372	88.14%	197,215
101-401 Planning	135,349	130,936	29,590	83,720	63.94%	47,216
101-426 Office of Emergency Measures	66,493	64,626	4,336	35,894	55.54%	28,732
	1,736,809	1,858,149	117,891	1,584,986	85.30%	273,163

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 11 Months Ended May 31, 2010
(Prepared on the Adopted Budget - Basis)

- Continued -

Function Department	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Public Works :</u>						
101-441 Tax Property Maintenance	10,000	8,000	0	5,088	63.60%	2,912
101-442 Civic Affairs	57,475	46,043	1,760	34,688	75.34%	11,355
101-445 Drains at Large	72,088	60,000	15,108	26,884	44.81%	33,116
101-446 Storm Drain Construction	10,000	7,922	1,052	9,295	117.33%	(1,373)
101-447 Grounds Maintenance	154,515	44,515	2,004	33,702	75.71%	10,813
101-448 Sidewalk Construction	60,000	124,953	11,000	16,693	13.36%	108,260
101-450 Street Lighting	407,412	553,321	47,491	465,264	84.09%	88,057
101-455 Weed Control	30,461	30,480	1,924	13,522	44.36%	16,958
	801,951	875,234	80,339	605,136	69.14%	270,098
<u>Recreation & Culture :</u>						
101-690 Forestry	576,720	506,568	27,089	482,061	95.16%	24,507
101-692 Parks, Recreation & Grounds Admin	714,740	712,479	39,911	648,266	90.99%	64,213
101-697 Parks & Facilities Maintenance	522,172	516,862	36,853	424,704	82.17%	92,158
101-698 Lt. Nixon Memorial Pool	142,368	140,805	3,198	97,371	69.15%	43,434
101-699 Sharp Park Swimming Pool	131,266	94,393	122	72,151	76.44%	22,242
101-803 Historical District	14,203	12,603	3,158	8,451	67.06%	4,152
	2,101,469	1,983,710	110,331	1,733,004	87.36%	250,706
<u>Health & Welfare :</u>						
101-896 Human Relations	70,418	62,863	3,256	63,220	100.57%	(357)
<u>Contributions to Other Funds:</u>						
101-999 Contributions to Other Funds:	217,575	177,471	0	0	0.00%	177,471
Total General Fund Expenditures	23,939,729	23,396,589	1,558,836	19,809,987	84.67%	3,586,602

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 11 Months Ended May 31, 2010
(Prepared on the Adopted Budget - Basis)

Fund Type/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<u>Special Revenue Funds :</u>							
202	Major Street	7,868,522	6,986,648	238,549	2,617,228	37.46%	4,369,420
203	Local Street	1,616,802	1,077,309	79,718	1,024,712	95.12%	52,597
208	Ella W. Sharp Park Operating	744,413	695,206	63,832	572,774	82.39%	122,432
210	Land Acquisition Fund	50,000	50,000	3,810	40,745	81.49%	9,255
211	Housing Initiative Fund	30,000	7,529	136	6,519	86.59%	1,010
245	Public Improvement	1,266,517	1,061,234	1,052	168,941	15.92%	892,293
249	Building Department	476,248	477,291	28,770	374,420	78.45%	102,871
257	Budget Stabilization	40,000	16,000	0	0	0.00%	16,000
265	Drug Law Enforcement	41,931	98,620	5,479	76,988	78.07%	21,632
266	Project Safe Neighborhood Grant	0	57,510	1,159	21,326	37.08%	36,184
268	BYRNE/JAG Grants	136,104	348,270	5,687	255,727	73.43%	92,543
269	COPS Hiring Recovery Prog. Grant	591,920	177,576	0	126,382	71.17%	51,194
270	LAWNET Grant	30,589	132,722	10,042	112,715	84.93%	20,007
288	Lead Hazard Control Grant	721,495	667,664	26,315	637,825	95.53%	29,839
289	Neighborhood Stabilization Grant	0	602,675	47,249	400,676	66.48%	201,999
293	Waterfront Redevelopment Grant	277,777	277,021	0	0	0.00%	277,021
295	2008 Brownfield Assessment Grant	97,466	168,664	1,200	106,279	63.01%	62,385
296	Recreation Activity	294,299	251,797	23,752	194,444	77.22%	57,353
297	JPS Recreation Millage Program	250,000	248,000	12,825	192,409	77.58%	55,591
298	2008 Brownfield Revolving Loan	0	100,000	858	3,800	3.80%	96,200
<u>Debt Service Funds :</u>							
323	Mich. Urban Land Assembly D/S	144,000	144,000	0	132,000	91.67%	12,000
324	2003 MTF Bond D/S	277,815	277,815	0	277,815	100.00%	0
365	City Hall D/S	616,186	616,686	250	616,936	100.04%	(250)
368	Building Authority D/S	128,784	128,784	0	128,484	99.77%	300
395	2001 DDA TIF D/S	1,139,263	1,139,263	952,406	1,139,263	100.00%	0
398	2002 BRA TIF D/S	590,848	590,848	360,549	590,848	100.00%	0
399	2007 BRA TIF Refunding D/S	448,929	448,929	239,627	448,929	100.00%	0
<u>Capital Projects Funds :</u>							
401	Capital Projects Fund	177,827	172,542	207	80,549	46.68%	91,993
402	Water Equipment and Replacement	2,320,187	2,363,094	148,570	1,093,709	46.28%	1,269,385
404	Sanitary Sewer Maintenance Fund	484,720	484,720	32,541	389,302	80.31%	95,418
405	Sanitary Sewer Replacement	700,000	726,837	11,470	385,522	53.04%	341,315
406	Wastewater Equip. Replacement	1,090,000	544,000	0	38,261	7.03%	505,739
494	Brownfield Redevelopment Auth.	1,342,864	1,371,614	806,406	1,339,587	97.67%	32,027
496	DDA Project	1,388,102	1,362,020	966,827	1,313,182	96.41%	48,838
<u>Enterprise Funds :</u>							
583	Sharp Park Golf Practice Center	81,900	73,101	5,384	33,193	45.41%	39,908
585	Auto Parking System	91,613	89,767	3,541	39,928	44.48%	49,839
586	Parking Assessment	197,456	197,668	32,179	174,955	88.51%	22,713
590	Sewer	6,868,145	6,683,605	638,966	4,583,534	68.58%	2,100,071
591	Water	7,817,555	7,346,905	616,945	5,314,870	72.34%	2,032,035
599	Parking Deck Fund	440,512	420,345	21,756	154,264	36.70%	266,081

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 11 Months Ended May 31, 2010
(Prepared on the Adopted Budget - Basis)

- Continued -

Fund Type/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<u>Internal Service Funds :</u>							
641	Public Works Administration	644,715	642,747	33,576	533,130	82.95%	109,617
642	Engineering Administration	342,863	349,509	37,225	294,158	84.16%	55,351
643	Local Site Remediation Revolving	184,000	101,000	0	5,713	5.66%	95,287
661	Motor Pool and Garage	1,660,549	1,773,855	134,849	1,157,736	65.27%	616,119
663	Equipment Revolving Fund	75,071	75,071	0	75,071	100.00%	0
677	Workers' Compensation	459,400	666,508	30,320	657,016	98.58%	9,492
678	Prescription Drug	1,043,700	926,303	78,413	711,720	76.83%	214,583
679	Health Care Deductible Reimb.	214,175	89,180	1,097	53,247	59.71%	35,933
680	Health Care Deductible Reimb.-Fire	0	223,250	12,344	158,503	71.00%	64,747
<u>Trust & Agency Funds :</u>							
702	County & School Tax Collection	50,000	50,000	0	0	0.00%	50,000
711	Cemetery Perpetual Maintenance	71,000	60,000	0	6,617	11.03%	53,383
718	Ella W. Sharp Endowment	46,300	47,250	0	0	0.00%	47,250
731	Employees' Retirement System	2,300,000	2,690,000	505,367	2,454,909	91.26%	235,091
732	Policemen's/Firemen's Pension	1,310,000	1,145,000	0	841,706	73.51%	303,294
733	Policemen's/Firemen's Pens.-345	4,350,000	4,550,000	852,346	4,206,512	92.45%	343,488
736	Public Employees Health Care	10,000	10,000	0	1,395	13.95%	8,605
<u>Special Assessment Funds :</u>							
895	Special Assessment	331,992	268,601	0	166,866	62.12%	101,735

City of Jackson
All Funds - Revenue Summary
As of and For the 11 Months Ended May 31, 2010
(Prepared on the Adopted Budget - Basis)

Fund/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Collected
	Original	Amended			
<u>General Fund :</u>					
Property Taxes	7,692,601	7,662,601	3,884	6,990,279	91.23%
Income Taxes	8,000,000	6,900,000	467,568	6,311,597	91.47%
Licenses & Permits	244,250	241,250	56,859	194,392	80.58%
Federal Grants	4,650	279,911	0	66,168	23.64%
State Grants	15,381	49,312	0	6,323	12.82%
State Revenue Sharing	5,129,901	4,392,762	606,114	3,780,935	86.07%
Contributions From Local Units	153,073	157,710	50	82,221	52.13%
Charges For Goods & Services	1,146,822	1,324,311	684,855	1,079,977	81.55%
Fines & Forfeits	214,200	274,507	21,180	244,290	88.99%
Investment Income	190,000	90,000	79	4,662	5.18%
Contributions From Other Funds	190,750	200,918	1,052	59,150	29.44%
Miscellaneous	480,887	549,338	23,346	487,057	88.66%
Total General Fund Revenues	23,462,515	22,122,620	1,864,987	19,307,051	87.27%
<u>Special Revenue Funds :</u>					
202 Major Street	7,603,765	6,711,650	179,852	1,994,590	29.72%
203 Local Street	1,609,411	1,132,608	66,548	494,176	43.63%
208 Ella W. Sharp Park Operating	743,800	702,030	71,715	434,776	61.93%
210 Land Acquisition Fund	50,000	50,000	0	0	0.00%
211 Housing Initiative Fund	30,000	4,155	0	0	0.00%
245 Public Improvement	1,190,880	1,161,461	1,094	1,048,401	90.27%
249 Building Inspection	476,248	476,237	61,141	318,938	66.97%
257 Budget Stabilization	40,000	16,000	1,342	12,615	78.84%
265 Drug Law Enforcement	36,000	77,841	9,914	58,724	75.44%
266 Project Safe Neighborhood Grant	0	57,510	0	19,977	34.74%
268 BYRNE/JAG Grants	136,104	348,270	0	177,981	51.10%
269 COPS Hiring Recovery Prog. Grant	591,920	177,576	0	83,966	47.28%
270 LАWNET Grant	30,589	132,722	5,021	71,734	54.05%
288 Lead Hazard Control Grant	721,495	667,664	33	648,562	97.14%
289 Neighborhood Stabilization Grant	0	602,675	19,634	369,402	61.29%
293 Waterfront Redevelopment Grant	277,000	277,000	0	(2,000)	-0.72%
295 2008 Brownfield Assessment Grant	97,466	168,664	44,508	105,079	62.30%
296 Recreation Activity	290,000	252,745	10,026	212,020	83.89%
297 JPS Recreation Millage Program	250,000	252,675	0	128,925	51.02%
298 2008 Brownfield Revolving Loan	0	100,000	0	2,943	2.94%
<u>Debt Service Funds :</u>					
323 Mich. Urban Land Assembly D/S	144,000	144,000	0	132,000	91.67%
324 2003 MTF Bond D/S	277,815	277,815	0	277,815	100.00%
365 2003 City Hall D/S	587,500	585,000	764	537,620	91.90%
368 Building Authority D/S	128,784	128,784	0	128,484	99.77%
395 2001 DDA TIF D/S	1,139,300	1,139,263	952,406	1,139,263	100.00%
398 2002 BRA TIF D/S	591,000	590,848	360,549	590,848	100.00%
399 2007 BRA TIF Refunding D/S	449,000	448,929	239,627	448,929	100.00%
<u>Capital Projects Funds :</u>					
401 Capital Projects Fund	177,827	118,272	29	15,344	12.97%
402 Water Equipment and Replacement	1,721,000	1,307,271	68,459	1,503,617	115.02%
404 Sanitary Sewer Maintenance Fund	484,720	484,720	32,545	394,168	81.32%
405 Sanitary Sewer Replacement	681,000	664,666	55,509	608,162	91.50%
406 Wastewater Equip. Replacement	664,000	643,000	53,807	586,208	91.17%

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the 11 Months Ended May 31, 2010
(Prepared on the Adopted Budget - Basis)

- Continued -

Fund/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<u>Capital Projects Funds : (Continued)</u>						
494	Brownfield Redevelopment Auth.	1,450,094	1,423,402	2,083	22,009	1.55%
496	DDA Project	1,000,760	991,852	291	6,564	0.66%
<u>Enterprise Funds :</u>						
583	Sharp Park Golf Practice Center	76,000	68,847	7,905	39,638	57.57%
585	Auto Parking System	112,710	114,779	1,209	53,326	46.46%
586	Parking Assessment	120,500	103,593	4,641	89,155	86.06%
590	Sewer	5,343,000	5,362,724	417,202	3,980,287	74.22%
591	Water	7,065,296	6,354,888	476,893	5,695,874	89.63%
599	Parking Deck Fund	272,000	257,354	930	259,007	100.64%
<u>Internal Service Funds :</u>						
641	Public Works Administration	647,215	657,372	43,973	557,998	84.88%
642	Engineering Administration	342,863	358,837	31,409	355,376	99.04%
643	Local Site Remediation Revolving	183,112	190,324	186,616	189,096	99.35%
661	Motor Pool and Garage	1,324,083	1,339,209	89,204	1,159,621	86.59%
663	Equipment Revolving Fund	75,071	75,071	0	75,071	100.00%
677	Workers' Compensation	355,300	325,300	17,660	237,842	73.11%
678	Prescription Drug	1,056,060	813,500	60,549	702,998	86.42%
679	Health Care Deductible Reimb.	417,300	123,000	11,197	110,335	89.70%
680	Health Care Deductible Reimb.-Fire	0	233,295	12,707	137,411	58.90%
<u>Trust & Agency Funds :</u>						
702	County & School Tax Collection	50,000	50,000	1,116	18,164	36.33%
711	Cemetery Perpetual Maintenance	96,000	85,000	2,060	66,113	77.78%
718	Ella W. Sharp Endowment	46,300	47,250	0	0	0.00%
731	Employees' Retirement System	4,211,310	5,911,310	513,881	5,908,766	99.96%
732	Policemen's/Firemen's Pension	1,017,537	1,792,537	0	1,356,295	75.66%
733	Policemen's/Firemen's Pension-345	7,731,531	8,731,531	30,651	9,336,076	106.92%
736	Public Employees Health Care	120,480	120,480	0	61,924	51.40%
<u>Special Assessment Funds :</u>						
895	Special Assessment	331,992	268,601	15,196	186,729	69.52%

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the 11 Months Ended May 31, 2010
(Prepared on the Adopted Budget - Basis)

Note 1: Revenues do not include budgeted appropriations from fund balance. These appropriations, together with budgeted revenues, are sufficient to fund budgeted expenditures, in accordance with State law.

Note 2: Budget amendments will be submitted that will eliminate these variances.

Julius A. Giglio
City Attorney

Susan G. Murphy
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

MEMORANDUM

June 2, 2010

TO: Honorable Mayor and City Council

FROM: Julius A. Giglio, City Attorney

RE: Doris L. Gaskin et al –vs- City of Jackson

Attached please find Summons and Complaint filed by Doris Gaskin, et al, against the City. The requisite action is receipt, and referral to the City Attorney for handling.

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

JAG/dr
Enc.

cc: Lynn Fessel, City Clerk, w/enc.

STATE OF MICHIGAN JUDICIAL DISTRICT 4th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 10-153102 Hon. <u>Hon. Chad C. Schmucker</u> P27853 telephone no. (517) 788-4268
-----------------------------------------------------------------------------------------	------------------------------	--------------------------------------------------------------------------------------------------------------

Court address
 312 South Jackson Street, Jackson, Michigan 49201

Plaintiff's name(s), address(es), and telephone no(s).
 DORIS L. GASKIN - 178 West Addison Street
 Jackson, Michigan 49203

CORRETTA J. SISSON - 1918 South Jackson Street
 Jackson, Michigan 49203

Plaintiff's attorney, bar no., address, and telephone no.
 MARK A. READING (P26138)
 Reading, Etter & Lillich
 101 North Main Street, Suite 575
 Ann Arbor, Michigan 48104
 (734) 769-9050

v

Defendant's name(s), address(es), and telephone no(s).
 CITY OF JACKSON
 161 West Michigan Avenue
 Jackson, Michigan 49201

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 6-10	This summons expires 8-31-10	Court clerk CHERYL McKESSY Deputy County Clerk
----------------	---------------------------------	--------------------------------------------------------------------

*This summons is invalid unless served on or before its expiration date.
 This document must be sealed by the seal of the court.

COMPLAINT *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

Family Division Cases

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
 An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
 The action remains is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

General Civil Cases

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
 A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
 The action remains is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

VENUE

Plaintiff(s) residence (include city, township, or village) City of Jackson, Michigan	Defendant(s) residence (include city, township, or village) City of Jackson, Michigan
Place where action arose or business conducted City of Jackson, Michigan	

06/01/2010
 Date

Mark A Reading
 Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

**STATE OF MICHIGAN
IN THE JACKSON COUNTY CIRCUIT COURT**

**DORIS L. GASKIN and CORETTA
J. SISSON**, on behalf of themselves
and all others similarly situated,

Plaintiffs,

Vs.

CITY OF JACKSON, a municipal
corporation,

Defendant.

File No.: 10- 1531 - CZ

Hon. Chad C. Schmucker

Honorable: P27883

Blaske & Blaske PLC
By: **THOMAS H. BLASKE (P26760)**
By: **JOHN F. TURCK IV (P67670)**
Attorneys for Plaintiffs
500 South Main Street
Ann Arbor, Michigan 48104
(734) 747-7055

Reading, Etter & Lillich
By: **MARK A. READING (P26138)**
Attorneys for Plaintiffs
101 North Main Street, Suite 575
Ann Arbor, Michigan 48104
(734) 769-9050

STATEMENT

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

Mark A. Reading (P26138)

COMPLAINT
(Class Action)

DEMAND FOR JURY TRIAL

NOW COMES Plaintiffs, Doris L. Gaskin and Coretta J. Sisson, and for their complaint alleges as follows:

1. Plaintiffs on their own behalf and all other property owners in the cone of depression caused by the City of Jackson (hereinafter "City") wells, bring this action against the City for its (1) unreasonable interference with their groundwater rights, (2) failure to maintain lateral and subjacent support, and (3) taking without just compensation and seek a writ of mandamus to compel the City to initiate condemnation proceedings under the Uniform Condemnation Procedures Act (hereinafter "UCPA"), Act 87 of 1980 (MCL §213.51 *et seq.*). In the alternative, an immediate danger of irreparable and substantial injury warrants a preliminary and permanent injunction enjoining the City from conducting its well pumping activities in a manner which interferes with Plaintiffs' reasonable use of the groundwater, award compensation for any damages sustained by reason of the City's well pumping activities, to include the temporary taking of Plaintiffs' use and enjoyment of their property and the cost of repairs incurred, plus reasonable attorney fees, costs and such further or other relief in the premises as the nature of their case shall require.

PARTIES, VENUE AND JURISDICTION

2. Doris L. Gaskin, plaintiff, resides and is the title holder to property commonly known as 178 West Addison, situated in the City of Jackson, County of Jackson, Michigan, as depicted in Exhibit A, and more particularly described as:

All of lots 15, 16, 17 and 18, together with the South 72 feet of Lots 13 and 14 Block 3, Harmon Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 22, Jackson County Records.

3. Coretta J. Sisson, plaintiff, resides and is the title holder to property commonly known as 1918 South Jackson Street, situated in the City of Jackson, County of Jackson, Michigan, as depicted in Exhibit A, and more particularly described as:

Lot 21, Block 17, Prospect Addition of the City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 23, Jackson County Records.

4. City of Jackson, defendant, is a home rule city situated in the County of Jackson, Michigan. Charter, City of Jackson, Part I, Article I, Section 1.1 (“*The City of Jackson, Michigan, now existing as a home rule city, shall continue as a municipal corporation.*”). See Mich. Const. 1963, Art VII, Sec. 22 and MCL §117.1 *et seq.*

5. The City’s well pumping activities are causing a drawdown of the groundwater beneath Plaintiffs’ property (and other lands in the vicinity of the wells) resulting in serious physical and environmental damages, costly repairs, diminution in property values, and interference with their use and enjoyment of the property.

6. A cone of depression (a/k/a area of influence or capture zone) is created when groundwater is pumped from a well. Groundwater flow changes direction in a portion of the watershed. Instead of moving towards the natural discharge area, the groundwater within the influence of the pump flows towards the well in every direction. A pumping well creates an artificial discharge area by drawing down or lowering the water table around the well.

7. Plaintiffs are members of a class of past, present and future property owners in the cone of depression caused by the City’s wells. The cone of depression is generally described as an area north of Vandercook Lake, west of Route 127, north of Michigan Avenue, and east of Robinson Road, as generally depicted in Exhibit B.

8. The affected area contains over 2,750 parcels of land. The property owners are so numerous that joinder of all members is impracticable; there are questions of law and fact common to the members in the class that predominate over questions affecting only individual members; the claims of the representative parties are typical of the claims of the class; Plaintiffs

will fairly and adequately assert and protect the interests of the class; and the maintenance of the action as a class action will be superior to other available methods of adjudication in promoting the convenient administration of justice. MCR §3.501(A)(1)(a)-(e). See *Hart v City of Detroit*, 416 Mich 488; 331 NW2d 438 (1982) an inverse condemnation class action of owners of 42 parcels.

9. A class action is maintained in circuit court without regard to the amount in controversy. *Dix v American Bankers Life Assurance Co*, 429 Mich 410, 420; 415 NW2d 206 (1987).

10. Jackson County is the proper venue. MCL §600.1605(a) and MCL §600.1615.

11. In addition to a writ of mandamus, injunctive and declaratory relief, Plaintiffs seek damages in excess of \$25,000.

GENERAL ALLEGATIONS

12. The City has authority to own and operate a water utility system (hereinafter “System”). MCL §117.4b(2) (“*Each city may in its charter provide for the installation and connection of ... waterworks on and to the property within the city ...*”), Charter, City of Jackson, Part I, Article XVII, Section 17.1 (“*The city shall possess and reserves to itself all the powers granted to cities by the constitution and general laws of the state to acquire, construct, own, operate, improve, enlarge, extend, repair, and maintain ... a water utility ...*”) and Code of Ordinances, City of Jackson, Part II, Chapter 2, Article I, Section 2-10.2 (“*There is hereby created within the department of public services a water division, which shall be headed by the director of public services, who shall be responsible for the operation of the city water utility and all city water systems.*”)

13. The City has authority to condemn private property to facilitate the System. MCL §117.4f(c) (“*Each city may in its charter provide for any of the following: For the purchase and condemnation of private property for any public use or purpose within the scope of its powers; for the acquirement, ownership, establishment, construction, and operation, either within or outside its corporate limits, of public utilities for supplying water ...*”), and Charter, City of Jackson, Part I, Article II, Section 2.14 (“*The city may acquire private property by condemnation for any public use or purpose within the scope of its powers, provided that just compensation is made.*”).

14. The System provides water to the City of Jackson and portions of the surrounding Townships of Blackman, Leoni and Summit. Charter, City of Jackson, Part I, Article XVII, Section 17.2 (“*Public utilities and services may be furnished by the city to properties and users outside the corporate limits of the city to the extent allowed by law.*”).

15. The City obtains water from three (3) underground aquifers: Saginaw, Marshall Sandstone and Coldwater formations, operates approximately fourteen (14) municipal wells and annually delivers over 2.4 billion gallons of water to approximately 50,000 individuals.

16. In 1870 the City of Jackson Common Council chartered the Jackson City Water Company. The System had one pump with a capacity of 1.5 million gallons per day. The first water supply was the Grand River.

17. In 1874 the first well was drilled, followed shortly by a second well and the water works began to filter the river water to improve water quality. The wells were free flowing and only required a gravity flow to the pumping station.

18. In 1885 the first pumping station was completed on Water Street and a Holly-Gaskill pump was installed that could pump 6 million gallons per day.

19. In 1889 the City's dependence on river water had decreased and the only river water used was for a period of 2 hours and 50 minutes for fires. Eventually the City had 15 free flowing wells along Water and Hamburg Streets and ceased to use river water all together.

20. In 1893 a second and larger Holly-Gaskill pump was installed that could pump 10 million gallons of water per day.

21. In 1896 the System of flowing wells on Water Street could no longer meet City demand. This led to the installation of the Bacon airlift system. This was a process by which air was injected into the ground and used the escaping air to lift water to the surface. This increased capacity by 2.5 million gallons per day. The air lift system was only used for four years and abandoned in 1900 when a suction pump was installed on the well system to increase supply. The average daily pumpage was 2.1 million gallons per day.

22. In 1913 the City had 15 well, four 8-inch in diameter, seven 10-inch in diameter and four 12-inch in diameter. They all had a depth of about 250 feet and three were located on Water Works ground while the rest were located on Water Street. The Jackson City Water Works installed a new Snow cross compound pump with a capacity of 6.0 million gallons per day. The population of the City was 37,316 and the average daily pumpage was 2.7 million gallons per day.

23. In 1917 the population was nearing 50,000 and daily pumpage was averaging 3.7 million gallons per day. The wells on Water Street were failing to meet the needs of the City. To replace the older system of wells on Water Street, the City drilled four 12-inch wells, over 300 feet deep with pumps positioned at the 120-foot level at a location known as the Mansion Street well field. The Mansion Street well field is still in use and capable of supplying 18 million gallons of water per day.

24. In 1982 very low levels of a volatile organic chemical (Cis-1-2-dichlorethylene) was detected in water produced from the Mansion Street well field.

25. In 1991 the City caused four wells to be drilled in Ella W. Sharp Park (hereinafter "Sharp Park") which were placed in service in 1992. Exhibit C: Depict Well Locations.

- a. Pump Well No. 1: Completed in the Marshall Sandstone aquifer; depth of 380 feet; casing 16 inch; static water level at 12 feet; screened from 73 feet to 380 feet; pumping test- 1,413 gallons per minute ("GPM") drawdown to 29.87 feet after 24 hours pumping. Exhibit D: Well Log.
- b. Pump Well No. 2: Completed in the Marshall Sandstone aquifer: depth 380 feet; casing 16 inch; static water level at 19 feet; screened from 76 feet to 380 feet; pumping test- 1,413 GPM drawdown to 43.69 feet after 24 hours pumping. Exhibit E: Well Log.
- c. Pump Well No. 3 (Converted from Test Well No. 91-C): Completed in the Marshall Sandstone aquifer; depth 380 feet; casing 12 inch; static water level at 26.5 feet; screened from 86 feet 6 inches to 380 feet; pumping test- 1,065 GPM drawdown to 39.4 feet after 72 hours pumping. Exhibit F: Well Log.
- d. Pump Well No. 4: Completed in the Marshall Sandstone aquifer; depth 380 feet; casing 16 inch; static water level at 21 feet; screened from 73 feet to 380 feet; pumping test- 1,413 GPM drawdown to 71.62 feet after 24 hour. Exhibit G: Well Log (redated).

26. The City engaged Wolverine Engineers and Surveyors to direct the development of the well field in Sharp Park; Layne-Northern Company to conduct exploratory test drilling and aquifer testing; and C. J. Linck and Associates, Earth Science Consultants, to analyze the data (hereinafter "Linck Study"). Based on pumpage of five million gallons per day (5 MGD) from the Sharp Park well field and 3 MGD from the Mansion Street well field, the Linck Study projects: (1) "[t]he area of influence, or capture zone, of the proposed pumpage extends approximately 11,000 feet to the northwest and 11,000 feet to the southeast," (2) "[i]nterference produced by the pumpage is projected for other wells within a radius of 10,000 feet" and (3) plots a "very conservative" 35 to 45 foot drawdown in the groundwater elevation in the vicinity

of Plaintiffs' property. No analysis was made on the affect the well field would have on the stability of surrounding soils. Exhibit H: Linck Study (part of). See Exhibit B: Depiction of Cone of Depression.

27. Subsidence occurs when water stored beneath the Earth's surface is removed by pumpage or drainage. When the support provided by fluid pressure is reduced, such as when groundwater levels are lowered, support previously provided by the pore-fluid pressure is transferred to the granular structure – the so-called “*skeleton*” – which compresses and is “*inevitably accompanied by some deformation of the aquifer system*”. The process is referred to as “*Aquitard Drainage and Aquifer-System Compaction*”. Exhibit I: U. S. Geological Survey, Circular 1182 (part of).

28. In an action to recover damages due to subsidence, the wrongful act is not the excavation, i.e., installation of the wells, but allowing other land to fall. Hence a new action may be brought each time new damage occurs even though all injuries result from the same or original excavation. *O'Donnell v Oliver Iron Mining Co*, 273 Mich 27, 41-42; 262 NW 728 (1935) (“... *prospective damages may not be recovered in such an action and ... a new action must be brought each time a new damage occurs ...*”). See *Adkins v Thomas Solvent Co*, 440 Mich 293, 366, 115 n; 487 NW2d 715 (1992).

29. The full affect and extent of the damages due to subsidence will not be realized until the City's actions are enjoined and the slow drainage process put in motion by the City's past and present practices has fully propagate through the aquifer system.

30. The City's unreasonable interference and taking of neighboring groundwater/rights, and failure to maintain lateral and subjacent support caused or substantially

contributed to serious damage to surrounding properties, costly repairs, diminution in property values, and impairment of the use and enjoyment of their property.

GASKIN PROPERTY

31. The Gaskin property, being approximately 1,161 feet from the closest well in Sharp Park, is in the cone of depression with a “*very conservative*” 35 to 45 foot drawdown in the groundwater elevation caused by the City’s well pumping activities. Exhibit B: Depiction Cone of Depression and Exhibit H: Linck Study.

32. The City acquired groundwater beneath Gaskin’s property for distribution by the System.

33. The taking of groundwater lowered the groundwater elevation.

34. The lowering of the groundwater elevation is “*inevitable accompanied by some deformation of the aquifer system*”. Exhibit I: U. S. Geological Survey, Circular 1182.

35. The deformation of the aquifer system caused or substantially contributed to the cracking and slanting of the foundation and basement floor, cracked walls and brick veneer, stuck windows and doors, yard depressions, and other damages.

36. In 1961 Dr. George A. Millben and Martha M. Millben (“Millben”), Gaskin’s predecessors in title, contracted with Karl O. Schelling, Schelling Construction, Inc., to build a house/office on the property. Exhibit J: Application for Building Permit.

37. In 1992 the wells in Sharp Park were placed in operation.

38. In 1995 cracks in the brick-work and basement floor were first noticed and increasingly worsened. Exhibit K: Letter- Millben.

39. In 1996 Steve Maranowski, Spartan Specialties, Ltd., who specialize in foundation and excavation work, attributed the damage in total or part to the City wells:

"We observed cracks at the north and west walls as well as the basement floor. The cracks and settlement are of a recent nature which concludes that the soil beneath the foundation has under gone a change allowing the subsoil to consolidate causing the building damage.

This consolidation of the subsoil could have been due to the recent dry period and/or lowering of the water table through community wells." Exhibit L: Letter-Spartan Specialties, Ltd.

40. On May 2, 1997 Karl O. Schelling, Schelling Construction, Inc., attributed the damage to the City wells:

"At a recent reinspection of the settling and cracking problem on your home it is apparent that the problem is getting continually worse.

This again reinforces my belief that the City of Jackson well field is the originating cause of the problem and that the soil in the area of settlement is continuing to dry out." Exhibit M: Letter and Notes- Schelling Construction, Inc.

41. On May 12, 1997 Millben placed the City on notice that its wells were causing serious damage to their property and submitted the correspondence from Spartan Specialties, Ltd. and Schelling Construction, Inc. Exhibit K: Letter- Millben.

42. On May 22, 1997 the Jackson City Attorney, without citing any facts or data, or disclosing the Linck Study (which depicts the property in the cone of depression with a "very conservative" 35-45 foot drawdown in the groundwater elevation), or commenting on the documents from Spartan Specialties, Ltd. and Schelling Construction, Inc. (which attribute the damage to the City's well pumping activities) took the position there is "no connection whatsoever" between the City's wells and the damage. Exhibit N: Letter- City Attorney, reads:

"Please be advised that the City does not find any basis in its review to conclude that there is a direct relationship between the institution of the City's new wellfield in 1992 and damage suffered by you in 1995. Should you have analysis done by an engineer or other qualified person who would pinpoint the institution of our wellfield as the cause of this damage, we would be glad to review same. However, absent that,

it is our position that the City's wellfield has no connection whatsoever to your problem." (Emphasis added)

The letter then indicated that providing additional material to establish a causal connection could be futile because the City was supposedly "*protected by sovereign immunity*":

"In closing, I should also note that even should it be established that the City's wellfield has any causative relationship to your damage, the City could be protected by sovereign immunity and not be liable for the damage in any event, since running a municipal water system is an authorized activity within the scope of appropriate City services. I urge you to pursue this with your homeowners insurer." (Emphasis added)

Prior to April 2, 2002 trespass-nuisance was a recognized exception to the governmental tort liability act (MCL §691.1401 *et seq.*). *Pohutski v City of Allen Park*, 465 Mich 675; 641 NW2d 219 (2002). In addition, Michigan has long recognized that interference with subterranean property rights are subject to an inverse condemnation claim which is not barred by governmental immunity. *Jones v East Lansing-Meridian Water and Sewer Authority*, 98 Mich App 104, 110; 298 NW2d 202 (1980) lv den 1981 Mich LEXIS 325 (May 5, 1981) ("*A victim of a taking is entitled to just compensation for the value of the property taken under both the Michigan and United States Constitutions *** Defendants did impress plaintiffs' private property [groundwater] into serving a public use by unreasonably interfering with plaintiffs' subterranean water rights.*"); *Allen v City of Laingsburg*, unpublished, 2010 Mich App LEXIS 319 (February 16, 2010), copy attached as part of Exhibit V ("*It is well settled that a claim against a governmental agency based on constitutional rights is not subject to governmental immunity. Thus, the procedural requirements set forth in the GTLA [Governmental Tort Liability Act] are not applicable to plaintiff's inverse condemnation claim ...*") citing *Electro-Tech, Inc v H F Campbell Co*, 433 Mich 57, 91 n 38; 445 NW2d 61 (1989) and *Hinojosa v Dep't of Natural Resources*, 263 Mich App 537, 546-547; 688 NW2d 550 (2004), lv den 472 Mich 943 (2005),

cert den 546 US 1034 (2005). Also, *Huffman v City of Marlette*, unpublished, 2006 Mich App LEXIS 2710 (September 19, 2006), copy attached as part of Exhibit V.

43. The City continued to operate the wells in an unreasonable manner even after some interference was established.

44. In 1998 Gaskin purchased the property and paid over \$40,000 to repair damage caused by the City's well pumping activities. Exhibit O: Letter- Gaskin.

45. The repairs were performed by Matthew Craig Marion and completed in 1999. Exhibit P: Residential Builder License.

46. In 2006 cracks reappeared on the bedroom walls and basement floor, the brick veneer cracked and pulled away from the structure, depressions appeared in the yard, as well as other damage. Exhibit O: Letter- Gaskin.

47. After a number of City officials viewed the damage and the City failed to accept responsibility, Gaskin engaged Robert A. Hayes, CPG, GeoForensics, Inc., and filed a formal claim with the City. Exhibit Q: Letter/Claim Form- Gaskin.

48. The City referred the claim to its insurance carrier, Michigan Municipal League Liability and Property Pool (hereinafter "MMLLPP"), for review and response and invited Gaskin to submit Hayes' analysis. Exhibit R: Letter- Deputy City Attorney.

49. On June 8, 2009 Hayes' analysis and curriculum vitae were submitted to the Deputy City Attorney who disseminated it to the staff and MMLLPP. Hayes, having met with City officials, reviewed City records (including the Linck Study), viewed the property, and taken soil borings, opined:

"... it is my professional opinion that the damage to the Gaskin residence more likely than not is due to subsidence caused by pumping activities at Ella Sharp Park Well Field, which reduce the aquifer's potentiometric surface, causing the earth materials to consolidate and the foundation to subside." Exhibit S: GeoForensics, Inc.

50. On June 29, 2009 MMLLPP, as “*Representatives of the City of Jackson as to claims of liability,*” denied the claim based on governmental immunity, and without commenting on the Linck Study (which plots a “*very conservative*” 35-45 foot drawdown beneath Gaskin’s property), or the documents prepared by GeoForensics, Inc., Spartan Specialties, Ltd., and Schelling Construction, Inc. (which attribute the damage to the City’s well pumping activities), claimed “[*t*]here is no causal connection with any issue involving the City of Jackson and alleged problems with her residence.” Exhibit T: Letter- MMLLPP.

51. On July 6, 2009 Gaskin’s attorney responded by letter to the Deputy City Attorney, copy to MMLLPP, stating that Gaskin did not intend to bring claims barred by governmental immunity, but intended to bring claims based on “*inverse condemnation and statutory and common law rights concerning groundwater and subjacent support,*” cited cases supporting those claims, and requested the City “*present any facts or data which support the claim that there is no causal connection between the City’s well pumping activities and the subsidence which has/is occurring on Ms. Gaskin’s property*”. Exhibit U: Letter- Plaintiffs’ Attorney. The letter also cited MCL §213.52(2), which in relevant part reads:

“An agency shall not intentionally make it necessary for an owner of property to commence an action, including an action for constructive taking or de facto taking, to prove the fact of the taking of the property.”

Neither the Deputy City Attorney nor MMLLPP responded to the letter.

SISSON PROPERTY

52. The Sisson property, being approximately 950 feet from the closest well in Sharp Park, is located in the cone of depression with a “*very conservative*” 35 to 45 foot drawdown in the groundwater elevation caused by the City’s well pumping activities. Exhibit B: Depiction Cone of Depression and Exhibit H: Linck Study.

53. The City acquired groundwater beneath Sisson's property for distribution by the System.

54. The taking of groundwater lowered the groundwater elevation.

55. The lowering of the groundwater elevation is "*inevitable accompanied by some deformation of the aquifer system*". Exhibit I: U. S. Geological Survey, Circular 1182.

56. The deformation of the aquifer system caused or substantially contributed to the cracking and slanting of the foundation, cracked walls, shifting of the wood frame, yard depressions, and other damages.

57. The City continues to take groundwater beneath Sisson's property and conduct excessive, unreasonable well pumping activities, which is the substantial cause of additional serious damages to her house and land, diminution in property value, and impairment of her use and enjoyment of the property.

COUNT I

GROUNDWATER CLAIM

58. The allegations of Paragraphs 1 to 57 are re-alleged and incorporated by reference herein.

59. Plaintiffs and the City each have a property interest in the groundwater beneath and surrounding their property.

60. When there is a conflict over the use of the groundwater, Michigan applies the reasonable use balancing test. *Mich. Citizens for Water Conservation v Nestle Waters N. Am., Inc.*, 269 Mich App 25, 67; 709 NW2d 174 (2005) ("*reasonable use balancing test is consistent with the Michigan authorities governing water use*") reversed on other grounds 479 Mich 280 (2007).

61. Under the reasonable use balancing test, the City may make any and all reasonable use of the groundwater, as long as it does not unreasonably interfere with Plaintiffs' opportunity to reasonably use the groundwater.

62. The City's continuous, excessive and unreasonable operation of their wells was/is "*inevitably accompanied by some deformation of the aquifer system*", which interferes with Plaintiffs' (and those similarly situated) reasonable use of the groundwater for stability to their soils and structures thereon.

63. The following factors are relevant when applying the reasonable use balancing test: (1) the purpose of the use, (2) the benefits of the use, (3) the necessity of the amount and manner of the water used, (4) the suitability of the use to the location, (5) the extent and amount of the harm, (6) any other factor that may bear on the reasonableness of the use. *Nestle*, supra at 71.

64. "*When determining the purpose of the use, the court should consider whether the use is for an artificial or a natural purpose and whether the use benefits the land from which the water is extracted. Natural purposes include all those uses necessary to the existence of the user and his or her family, including the use of the water for drinking and household needs. 'Artificial uses are those which merely increase one's comfort and prosperity and do not rank as essential to his existence, such as commercial profit and recreation.'*" *Nestle*, supra at 71-72, citing *Thompson v Enz*, 379 Mich 667, 686-687; 154 NW2d 473 (1967).

65. The City's ownership and operation of the water utility system is a legitimate governmental function and providing water to off-tract parcels is a reasonable, beneficial and artificial use.

66. Plaintiffs' use of the groundwater for lateral and subjacent support is necessary to their existence, and is a reasonable, beneficial and natural use.

67. Plaintiffs' natural use has preference over the City's artificial use. *Nestle*, supra at 72 ("to ensure that the needs of local water users are met first, water uses that benefit the ... land from which the groundwater was removed are given preference over water uses that ship the water away or otherwise benefit land unconnected with the location from which the water was extracted."). In *Schenk v City of Ann Arbor*, 196 Mich 75 (1917), *Bernard v St. Louis*, 220 Mich 159; 189 NW 891 (1922) and *Jones*, supra, the public water company intentionally removed water from the subterranean supply and transported it elsewhere for consumption. In all three cases it was held that such removal of the water, which was in fact a partial destruction of the water table, was an unreasonable use of the specific land and unreasonable as to the surrounding lands. The municipalities were liable for the partial destruction of the water table with the resulting damages on surrounding land. Also see, *Meeker v City of East Orange*, 77 NJL 623, 639 (E & A 1909).

68. "The court should also examine the extent, duration, necessity, and application of the use, including any effects on the quantity, quality, and level of the water. If the amount or method of water use is excessive or unnecessary and harms another's use, it will be unreasonable. Furthermore, if the harm caused by a water use can be readily modified to mitigate or eliminate the harm, the failure to take such steps may make the particular use unreasonable." (citations omitted) *Nestle*, supra at 73-74. Also, *Jones*, supra at 108 ("Even though the purposes may be reasonable, if the manner in which these reasonable purposes are accomplished is unreasonable, the overall use may become unreasonable.")

69. The quantity of groundwater used by the City was excessive and caused a partial destruction of the water table, which harmed plaintiff's use of the groundwater for subjacent and lateral support resulting in serious damage to their land and structures which pose a threat to their health, safety and welfare. It was unreasonable for the City to initiate a program in complete disregard of the affect its actions would have on the stability of neighboring soils and structures, especially where viable alternatives for achieving the same ends were available and might have been discovered and implemented had a proper study been conducted prior to initiation of the Sharp Park well field. Furthermore, the harm could have been readily mitigated or eliminated had a risk assessment study been conducted, an effective monitoring system implemented, or corrective action taken when the City was place on notice its wells were causing a problem: (i) by designing and constructing a well field which balanced the discharge and recharge rates; (ii) by increasing the number and spatial distribution of the withdrawal points; (iii) by relocating existing wells and/or developing alternative sites/fields; (iv) by operating the well field in a manner so as not to overburden part of the aquifer; (v) by implementing conservation practices, techniques, and technologies that improve the efficiency of water use to ensure optimum long-term economic and social benefits; (vi) by utilizing alternative sources of water, such as the nearby Grand River or treating and using greater quantities of water from the Mansion Street well field to balance the affect on the aquifer; and (vii) by utilizing direct and indirect mitigation programs, such as (but not limited to) timing and rotation of pumping schedules, water injection wells, decreasing pumping rates, and other enhanced reclamation techniques.

70. A well field is not suitable for an area where the cone of depression encompasses a large developed portion of the City zoned high density.

71. The harm substantially caused by the City's deformity of the aquifer system is serious, continuing, and geographically far reaching.

72. The City engaged in a course of conduct intended to oppress the property owners' common law, statutory and constitutionally protected property rights and to dissuade them from pursuing the City (1) by failing to conduct initial studies to determine the effect lowering the groundwater level by a "very conservative" 35-45 feet would have on the stability of neighboring soils and structures; (2) by failing to conduct those studies when the City was placed on notice its wells were causing serious damages which pose a threat of injury to the owner/occupant; (3) by failing to take corrective or mitigating action; (4) by failing to disclose the Linck Study to the Millbens (which depicts their property in the cone of depression with a "very conservative" 35-45 foot drawdown in the groundwater table); (5) by failing to acknowledge or respond to documents prepared by Spartan Specialties, Ltd. and Schelling Construction, Inc. (which attributed the damage to the City's wells); (6) by taking the absurd position there is "no connection whatsoever" (without citing any facts or data); (7) by placing the onus and cost on the property owner to further show the affect the drawdown was having on their property; (8) by misrepresenting the scope of "sovereign immunity" to discourage the property owners from further pursuing the City; (9) by failing to address the merits of the document prepared by GeoForensics, Inc. (which attributes the damages to the City's wells); (10) by again making the bogus claim there is "no causal connection" (without citing any facts or data) and the "Governmental Immunity Act" bars liability; (11) by failing to respond to plaintiff's request for facts and data to support the City's bogus claim and request to respond to plaintiff's claims not barred by governmental immunity; and (12) by intentionally making it necessary for Plaintiffs, who can ill afford the cost of litigation, to commence this class action to prove the fact of the

taking of their property contrary to MCL §213.52(2). All the while, the City continues to benefit from its dilatory tactics by taking Plaintiffs' groundwater/rights without just compensation, while Plaintiffs incur costly repairs that go for not. The City misused its authority or power and exploited the property owners' financial weakness.

WHEREFORE, Plaintiffs seek a declaratory judgment that their natural use takes precedence over the City's artificial use of the groundwater and seek a writ of mandamus to compel the City to initiate condemnation proceedings under the Uniform Condemnation Procedures Act (hereinafter "UCA"), Act 87 of 1980 (MCL §213.51 *et seq.*). In the alternative, an immediate danger of irreparable and substantial injury warrants a preliminary and permanent injunction enjoining the City from conducting its well pumping activities in a manner which interferes with Plaintiffs' reasonable use of the groundwater, award compensation for any damages sustained by reason of the City's well pumping activities, to include the temporary taking of Plaintiffs' use and enjoyment of their property and the cost of repairs incurred, plus reasonable attorney fees, costs and such further or other relief in the premises as the nature of their case shall require.

COUNT II
SUBJACENT/LATERAL SUPPORT CLAIM

73. The allegations of Paragraphs 1 to 72 are re-alleged and incorporated by reference herein.

74. The City breached a common law and statutory duty to furnish sufficient lateral and subjacent support to Plaintiffs' lands and structures thereon (and those similarly situated) in excavating the four (4) wells in Sharp Park to a depth of 380 feet, and is liable for "*injury due to the removed material in its natural state, or due to the disturbance of other existing conditions caused by such excavation*". Section 1, Public Acts 1921, No. 314 (MCL §554.251) reads:

“It shall be the duty of every person, partnership or corporation who excavate upon land owned or occupied by them to a depth exceeding 12 feet below the established grade of a street or highway upon which such land abuts or, if there be no such established grade, below the surface of the adjoining land, to furnish sufficient lateral and subjacent support to the adjoining land to protect said land and all structures thereon from injury due to the removed material in its natural state, or due to the disturbance of other existing conditions caused by such excavation.” [Emphasis added]

See *Bator v Ford Motor Co*, 269 Mich 648; 257 NW2d 906 (1934), where the city was held liable for damage caused by the disturbance and settlement of soil during construction of a water tunnel and *O'Donnell*, supra, where the owner and operator of a mining operation conducted somewhere between 1,400 to 2,400 feet from the property was held liable for damage caused by subsidence.

75. If such support is removed, it makes no difference whether the support is composed of a rocky foundation, a clay soil, a sandy soil, or a peat soil, or any admixture of these, or whether there is much or little moisture in the soil. *Bissell v Ford*, 176 Mich 64, 72; 141 NW 860 (1914) cited in *Bator*, supra at 663. Also see *Tillson v Consumers' Power Co*, 269 Mich 53, 60; 256 NW 801 (1934) where the damage was due to pumping water from the excavation.

WHEREFORE, Plaintiffs seek a declaratory judgment that the City breached its common law and/or statutory duty to provide lateral and subjacent support to Plaintiffs' property and seek a writ of mandamus to compel the City to initiate condemnation proceedings under the Uniform Condemnation Procedures Act (hereinafter "UCPA"), Act 87 of 1980 (MCL §213.51 *et seq.*). In the alternative, an immediate danger of irreparable and substantial injury warrants a preliminary and permanent injunction enjoining the City from conducting its well pumping activities in a manner which interferes with Plaintiffs' reasonable use of the groundwater, award compensation for any damages sustained by reason of the City's well pumping activities, to include the temporary taking of Plaintiffs' use and enjoyment of their property and the cost of repairs

incurred, plus reasonable attorney fees, costs and such further or other relief in the premises as the nature of their case shall require.

COUNT III **TAKING CLAIM**

76. The allegations of Paragraphs 1 to 75 are re-alleged and incorporated by reference herein.

77. The City's past and present well pumping activities cause an actual, physical taking of groundwater beneath Plaintiffs' property for a public use which cause or substantially contribute to the injury to Plaintiffs' property in violation of the Fifth Amendment ("*[n]o person shall ... be deprived of ... private property ... without just compensation*") and Fourteenth Amendment ("*[n]o State shall ... deprive any person of life, liberty, or property, without due process of law*") to the United States Constitution; and Article 10, Section 2 of the Michigan Constitution ("*[p]rivate property shall not be taken for public use without just compensation therefore being first made or secured in a manner prescribed by law*").

78. Plaintiffs' taking claim is based on the City's (1) conversion of groundwater, and (2) injury to property caused by a public improvement or public activity. See *Hart*, supra at 500-501 ("*Both an injury to property and an absolute conversion of property may result in a taking in the constitutional sense. While each situation could result in a finding that a constitutional "taking" of property has occurred for which just compensation is due, there is a recognizable distinction between the two situations. The owner who suffers injury to his property, less than a total conversion, may remain in possession and continue using his property. His claim is for diminution in value and interference with the use and enjoyment of his property. On the other hand, the owner who suffers a conversion of his property is left with nothing. His claim is for the value of the entire piece of realty.*").

79. The City actually, physically acquired groundwater when it removed it beneath Plaintiffs' property for distribution by the System. See *Jones*, supra 110 (“*Defendants did impress plaintiffs' private property [groundwater] into serving a public use by unreasonably interfering with plaintiffs' subterranean water rights*”).

80. The UCPA defines the exclusive means by which the City is empowered to judicially condemn and acquire property. MCL §213.75 (“*All actions for the acquisition of property by an agency under the power of eminent domain shall be commenced pursuant to and be governed by this act.*”). When the City converted the groundwater to its own use without paying for it, it not only acted unconstitutionally, it also violated the UCPA by acquiring property without complying with the statute's exclusive procedures. Plaintiffs not only have a constitutional right to “*just compensation*,” they also have a right to force the City to proceed under the UCPA. *Miller Bros. v Department of Natural Resources*, 203 Mich App 674, 687, 689-690, 8 n; 513 NW2d 217 (1994) lv den 447 Mich 1038 (1994).

81. When the basis for the taking is damage to private property, rather than conversion of private property, Plaintiffs must show (1) the City abused its legitimate powers in affirmative actions directly aimed at Plaintiffs' property and (2) the City's actions substantially contributed to the decline in value of Plaintiffs' property. *In re Virginia Park*, 121 Mich App 153, 161, 11 n; 328 NW2d 602 (1982) citing *Heinrich v Detroit*, 90 Mich App 692, 700; 282 NW2d 448 (1979) (“*[a] plaintiff may recover in inverse condemnation where: [the] actions of the defendant * * * substantially contributed to and accelerated the decline in value of plaintiffs property*” (Emphasis added) even where other conditions may have adversely affected property values as well,” quote from *Foster v Detroit*, 254 F Supp 655, 665 (ED, Mich 1966) aff'd 405

F2d 138 (CA 6, 1968) and relied on in Madison Realty Company v Detroit, 315 F Supp 367, 371 (ED, Mich 1970).

82. When the City's well pumping activities lowered the groundwater elevation beneath Plaintiffs' lands, it significantly and negatively impacted the stability of the soil which caused or substantially contributed to permanent, serious damages, diminution in value, and loss of use and enjoyment of the property. See Jones, supra (where the authority's wells lowered the groundwater elevation under neighboring lands, causing their wells to go dry); Allen and Huffman, supra (where the city's modification of the surface elevation on its property changed the flow of waters, causing damage to the neighbor's land and house, respectively); Bator, supra (where pumping water to facilitate construction of a city tunnel, caused subsidence resulting in damage to a nearby building); and Los Osos Valley Associates v City of San Luis Obispo, 30 Cal App 4th 1670; 36 Cal Rptr 2d 758 (1994) (where the city's wells caused subsidence resulting in damage to buildings). Also see Peterman v Department of Natural Resources, 446 Mich 177, 189-190; 521 NW2d 499 (1994), quoting Buskirk v Strickland, 47 Mich 389, 391-392; 11 NW 210 (1882) where the court gave as an example of a compensatory taking: "*damages arising from the removal of lateral support of adjacent grounds to the injury of their owners*" (internal quotation marks omitted).

83. The City abused its legitimate powers (1) when it initially failed to conduct studies to determine the affect a projected "very conservative" 35-45 foot drawdown would have on the stability of surrounding soils, then failed to conduct those studies or take corrective action when placed on notice its wells were causing serious damages; and (2) when it improper design and construction of the well field and the excessive and unreasonable manner in which it conducted its well pumping activities, which lowered the groundwater beneath Plaintiffs' lands,

which caused a deformation of the aquifer system, which resulted in permanent damages, diminution in value, and loss of use and enjoyment of their property.

84. The City also abused its eminent domain power (1) when it knowingly took large quantities of groundwater from beneath Plaintiffs' lands in complete disregard of their property rights and the damage it would cause; (2) then having been placed on notice its taking was causing serious damages, failed to disclose relevant information concerning the projected drawdown and placed the onus on the property owner to prove the de facto taking, then disregarded and refused to respond to documents which attributed the damage to the City's wells/well pumping activities; and (3) knowing a property owner could ill afford the cost of litigation, engaged in deceptive and dilatory conduct intended to discourage the property owner from further pursuing the City, all in violation of MCL §213.52(2).

85. The causal connection between the City's wells/well pumping activities and the damages to Plaintiffs' property is evidenced by (1) the close proximity of time between the installation of the wells and the onset of damages and close proximity in location between the wells and Plaintiffs' property; (2) the City's projected "very conservative" 35-45 foot drawdown beneath Plaintiffs' property which is "inevitably accompanied by some deformation of the aquifer system"; (3) the damages to Plaintiffs' property which are consistent with damages caused by such a drawdown/deformation; and (4) the documents submitted by the property owners which attribute the damages to the City's wells/well pumping activities.

86. Plaintiffs have a present interest in their land and groundwater. The appropriate statute of limitations is the 15-year period applicable to real property actions. MCL §600.5801(4) ("No person may bring or maintain any action for the recovery or possession of any lands or make any entry upon any lands unless, after the claim or right to make the entry first accrued to

himself or to someone through whom he claims, he commences the action or makes the entry within the periods of time prescribed by this section. *** (4) In all other cases under this section, the period of limitations is 15 years.”). *Furman v City of Detroit*, 1 F Supp 2d 665, 680 n 6 (1998) (“... the Michigan courts have determined that where a plaintiff retains ownership rights in the property which he claims has been de facto taken, the appropriate statute of limitations is the 15-year period applicable to real property actions ...”); *Difronzo v Port Sanilac*, 166 Mich App 148, 151-154; 419 NW2d 756 (1988) lv den 431 Mich 852 (1988) (15-year limitation period applied where landowner had a present interest in the property and village interfered with their riparian rights); and *Hart*, supra at 499 (“[w]e do not foreclose the possibility that on the proper facts, where a plaintiff retains ownership rights in the property when suit is brought, the analogy to adverse possession may be applied.”).

87. The time of accrual of an action for inverse condemnation is when the situation stabilizes or comes to rest. *Hart*, supra at 504 (“[i]n an inverse condemnation action ..., in which plaintiffs claim a continuous wrong by the condemnor, it is well-settled that the statute of limitations does not begin to run until the consequences of the condemnor's actions have stabilized.”) quoted with approval in *Schultz v Department of Environmental Quality*, unpublished, 2007 Mich App LEXIS 430 (February 20, 2007), copy attached as part of Exhibit V. See *U. S. v Dickinson*, 331 US 745, 747 - 749; 67 S Ct 1382; 91 L Ed 1789 (1947) (“The Government could, of course, have taken appropriate proceedings to condemn as early as it chose both land and flowage easements. By such proceedings it could have fixed the time when the property was ‘taken.’ The Government chose not to do so. It left the taking to physical events, thereby putting on the owner the onus of determining the decisive moment in the process of acquisition by the United States when the fact of taking could no longer be in controversy ...

when the Government chooses not to condemn land but to bring about a taking by a continuing process of physical events, the owner is not required to resort either to piecemeal or to premature litigation to ascertain the just compensation for what is really 'taken.' ”).

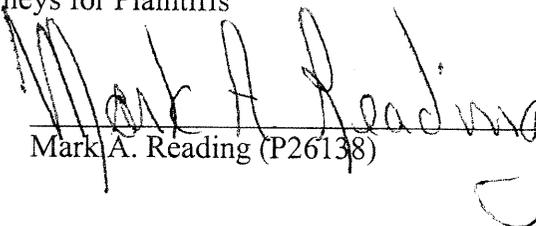
88. The soils have yet to stabilize because (1) the City continues to take groundwater beneath Plaintiffs' property and (2) the affect of the past withdrawals have yet to fully propagate through the aquifer system.

WHEREFORE, Plaintiffs seek a declaratory judgment that a “taking” has occurred and seek a writ of mandamus to compel the City to initiate condemnation proceedings under the Uniform Condemnation Procedures Act (hereinafter “UCPA”), Act 87 of 1980 (MCL §213.51 *et seq.*). In the alternative, an immediate danger of irreparable and substantial injury warrants a preliminary and permanent injunction enjoining the City from conducting its well pumping activities in a manner which interferes with Plaintiffs' reasonable use of the groundwater, award compensation for any damages sustained by reason of the City's well pumping activities, to include the temporary taking of Plaintiffs' use and enjoyment of their property and the cost of repairs incurred, plus reasonable attorney fees, costs and such further or other relief in the premises as the nature of their case shall require.

Respectfully submitted,

Reading, Etter & Lillich
Attorneys for Plaintiffs

By:


Mark A. Reading (P26138)

Dated: June 1, 2010

**STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH
MICHIGAN TAX TRIBUNAL**

Walgreen Company,

Petitioner,

v.

MTT Docket No.
(Parcel No(s). 2-247600000)

Jackson,

Respondent.

_____ /

PETITION

Walgreen Company ("Petitioner"), through its attorneys, HONIGMAN MILLER SCHWARTZ AND COHN LLP, says:

1. Petitioner's principal office address is 300 Wilmot Road, MS # 3301, Deerfield, IL 60015. Petitioner is a party in interest with respect to property taxes on tax parcel no(s). 2-247600000 ("Petitioner's Property"), also known as Store No. 9133 at 1314 N. West Avenue. If this petition includes more than one (1) real property tax parcel, the tax parcels are contiguous.

2. Respondent, Jackson, assesses and collects property taxes on Petitioner's Property.

3. In 2010, Respondent determined the taxable value of Petitioner's Property to be \$1,140,150 and assessed Petitioner's Property at \$1,140,150, which

will result in a state equalized value in the same amount based upon the tentative equalization factor.

4. Petitioner's Property is classified as Commercial Real. Petitioner's Property is presently used or available for use for Retail purposes. Petitioner believes that Petitioner's Property was originally designed to be used for Retail purposes.

5. This matter involves issues relating to: (a) valuation, (b) assessment, (c) taxable value and (d) uniformity.

6. At this time, Petitioner believes, as it relates to taxable value, that there is a dispute relative to the value of a loss.

7. If P.A. 174 of 2006 requires a board of review protest for Petitioner's Property, a board of review protest was filed in March, 2010.

8. The 2010 assessment, including state equalized value and taxable value, imposed on Petitioner's Property, and the taxes to be levied and collected thereon, are invalid and unlawful and operate as a fraud upon the taxpayer for the reasons that:

(a) The assessment, including state equalized value and/or taxable value, exceeds the amount permitted by the Michigan Constitution and applicable statutes;

(b) The assessment, including state equalized value and/or taxable value, are at higher percentages of true cash value than permissible under the Michigan Constitution and applicable statutes;

(c) The assessment, including taxable value and/or state equalized value, are based upon an erroneous determination of the true cash value of that portion of Petitioner's Property that is taxable under Michigan law, and are based upon the application of wrong principles; and,

(d) The assessment, including state equalized value and/or taxable value, and the mode of assessment adopted by Respondent, discriminate against Petitioner and deny Petitioner its constitutional rights to uniformity, equal protection and due process of law.

WHEREFORE, Petitioner requests that the Tax Tribunal enter an Order reducing the 2010 taxable value of Petitioner's Property from \$1,140,150 to \$675,000, and reducing the 2010 state equalized value of Petitioner's Property from \$1,140,150 to \$675,000, and requiring Respondent to pay Petitioner the refunds attributable to such reductions, plus interest and costs.

Respectfully submitted,

HONIGMAN MILLER SCHWARTZ AND COHN LLP
Attorney for Petitioner

By: _____


Michael B. Shapiro (P20282)
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226-3506
(313) 465-7622

Dated: 05/28/2010

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
MICHIGAN TAX TRIBUNAL

Comcast,
Petitioner,
v
City of Jackson,
Respondent.

Parcel No(s). P-252150000

Petition

Petitioner, Comcast, through its representative, Thomson Reuters (Property Tax Services) Inc., petitions this Tribunal as follows:

1. Petitioner is a corporation whose principal office is located at: Various , Jackson, MI 0.
2. Respondent, City of Jackson, levies and collects the property taxes on the subject property.
3. The property identification number is P-252150000* and the property is classified as Commercial Personal property, is presently used for Commercial purposes and was originally designed to be used for Commercial purposes. *If the Petition includes multiple parcels, Petitioner only listed the parcel with the highest SEV in contention and all parcels are contiguous.
4. The property is located in Jackson County, the Jackson School District and Jackson ISD.
5. This matter involves issues relating to valuation and assessment of the subject property.
6. Petitioner appeared before the appropriate local Board of Review in this matter if and when required.
7. The subject assessments imposed on the subject property and the taxes to be levied and collected are invalid for the reason that:
 - (a) The equalized assessment thus imposed on the subject property is more than 50% of its true cash value in violation of the applicable statutory and constitutional limitations.
 - (b) The assessment is unlawful and is based upon the application of wrong principles and thereby operates as a fraud upon the taxpayer.

8. Respondent, City of Jackson, imposed the following 2010 value(s) on the subject property:

Parcel No.	TCV	AV	SEV	TV
P-252150000	\$2,974,800	\$1,487,400	\$1,487,400	\$1,487,400

9. Petitioner asserts that the 2010 value(s) should be no higher than the following:

Parcel No.	TCV	AV	SEV	TV
P-252150000	\$1,784,880	\$892,440	\$892,440	\$892,440

10. The amount in dispute is as follows:

Parcel No.	TCV	AV	SEV	TV
P-252150000	\$1,189,920	\$594,960	\$594,960	\$594,960

11. Petitioner requests the Tax Tribunal hear this case and enter an order reducing the 2010 true cash, assessed and taxable values and direct Respondent to refund to Petitioner any excess taxes, fees and penalties paid, plus interest and costs.

Respectfully Submitted,

Thomson Reuters (Property Tax Services) Inc.

Dated: May 29, 2010

By:



Thomas W. Randle
Representatives for Petitioner

**STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
MICHIGAN TAX TRIBUNAL**

**Comcast,
Petitioner,**

v

Parcel No(s). P-252150000

**City of Jackson,
Respondent.**

Christopher Coucke, being duly sworn, deposes and says that on May 29, 2010, he served a copy of the Petition relative to the above-captioned matter upon:

City of Jackson Assessor City Hall, 9th Floor W. Michigan Ave. Jackson, MI 49201	Jackson County Equalization Director Jackson County Equalization Office - 12th Floor Jackson County Tower Building 120 West Michigan Ave Jackson, MI 49201
City of Jackson Clerk City Hall, 1st Floor W. Michigan Ave. Jackson, MI 49201	Jackson County Clerk Jackson County Clerk's Office Jackson County Courthouse, 1st Floor 312 S. Jackson Street Jackson, MI 49201
Jackson School Board Secretary Jackson Public Schools 522 Wildwood Ave. Jackson, MI 49201	

via certified mail, return receipt requested, with proper postage affixed thereto.



Christopher Coucke

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
MICHIGAN TAX TRIBUNAL

H & O Industrial Properties LLC _____
Petitioner,

v

City of Jackson _____ /
Respondent

MTT Docket No. Pending
Parcel Nos. 6-1832.1100
6-1832.1200
6-1832.5000

By: Todd R. Barron
Barron Corporate Tax Solutions Ltd.
P.O. Box 1588
Wheaton, Illinois 60187
Phone 630-942-8100 ext 330

As an authorized agent representing the Petitioner in this matter
before the Tribunal.

_____ /

PETITION

Petitioner, H & O Industrial Properties LLC, petitions this Tribunal as follows:

1. The Petitioner is a limited liability company, whose legal address is 2218 E. High Street, Jackson, MI 49203
2. Respondent, City of Jackson, levies and collects property taxes on the subject property.
3. The property that is the subject of this petition is identified, classified, and used as follows:

Property ID No.	Property Class	Property Type	Present Use	Designed Use
6-1832.1100	Industrial	Real	Industrial	Industrial
6-1832.1200	Industrial	Real	Industrial	Industrial
6-1832.5000	Industrial	Real	Industrial	Industrial

4. The property that is the subject of this petition is located in the State of Michigan in the following tax levying jurisdictions:

Property ID No.	County	School District	Intermediate School District	Community College
6-1832.1100	Jackson	Jackson Public School District	Jackson County Intermediate Schools	Jackson Community College
6-1832.1200	Jackson	Jackson Public School District	Jackson County Intermediate Schools	Jackson Community College
6-1832.5000	Jackson	Jackson Public School District	Jackson County Intermediate Schools	Jackson Community College

5. This petition addresses matters related to valuation.

6. For the 2010 assessment year, the values have been determined by the Respondent on the subject property as follows:

Property ID No.	Assessed Value	State Equalized Value	Taxable Value
6-1832.1100	\$79,450	\$79,450	\$79,450
6-1832.1200	\$27,800	\$27,800	\$27,800
6-1832.5000	\$938,900	\$938,900	\$938,900

7. Based on a 1.00 equalization factor, the 2010 assessment determined by Respondent projects a true cash value for this property as follows:

Property ID No.	Respondent's Assessment	Equalization Factor	True Cash Value Multiplier	Projected True Cash Value
6-1832.1100	\$79,450	1.00	2.00	\$158,900
6-1832.1200	\$27,800	1.00	2.00	\$55,600
6-1832.5000	\$938,900	1.00	2.00	\$1,877,800

8. It is the Petitioner's contention that the true cash value for the subject property, as of December 31, 2009, was no higher than as follows:

Property ID No.	Petitioner's Contention of True Cash Value on 12/31/2009
6-1832.1100	\$158,900
6-1832.1200	\$55,600
6-1832.5000	\$993,500

9. It is the Petitioner's contention that the 2010 assessed, state equalized, and taxable values, based on a 1.00 equalization factor, should be no higher than as follows:

Property ID No.	Petitioner's Contention of 2010 Assessed Value	Petitioner's Contention of 2010 State Equalized Value	Petitioner's Contention of 2010 Taxable Value
6-1832.1100	\$79,450	\$79,450	\$79,450
6-1832.1200	\$27,800	\$27,800	\$27,800
6-1832.5000	\$496,750	\$496,750	\$496,750

10. Based on Respondent's 2010 assessed value, a 1.00 equalization factor, and Petitioner's contention of a fair assessed and taxable value, the value in contention is as follows:

Property ID No.	Assessed Value In Contention	State Equalized Value In Contention	Taxable Value In Contention
6-1832.1100	\$0	\$0	\$0
6-1832.1200	\$0	\$0	\$0
6-1832.5000	\$442,150	\$442,150	\$442,150

11. It is Petitioner's contention that, in contravention of MCLA 211.27 and MCLA 211.27a, the assessment on the roll exceeds 50% of the subject property's "cash value" which is statutorily defined as the usual selling price at the place where the property to which the term is applied is at the time of assessment,

with selling price being the price that could be obtained for the property at a private sale and not at a forced sale, and that the true cash value of the subject property is no higher than as follows:

Property ID No.	Petitioner's Contention of True Cash Value on 12/31/2009
6-1832.1100	\$158,900
6-1832.1200	\$55,600
6-1832.5000	\$993,500

12. The 2010 assessment established by the Respondent on the subject property is excessive and does not reflect recent sales, listings, and offerings of similar industrial related properties.

13. The 2010 assessment thus imposed on the subject property and the taxes levied and collected are invalid for the reasons that:

- (a) The equalized assessment of the property is more than fifty percent (50%) of its true cash value in violation of applicable statutory and constitutional limitations;
- (b) The assessment is unlawful and is based upon the application of wrong principles and thereby operates as a fraud upon the taxpayer;
- (c) The property is assessed in a discriminate manner in that the assessment is at a higher level of true cash value than the average level of assessment within the assessment district.

WHEREFORE, the Petitioner respectfully requests that the Michigan Tax Tribunal:

1. Take jurisdiction to review the 2010 assessed and taxable values placed against the property covered by this Petition.

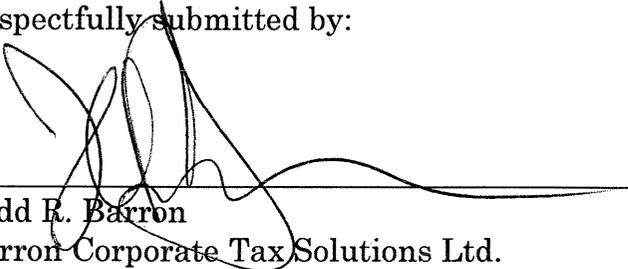
2. Determine that the 2010 assessed and taxable values for the property covered by this Petition should be no higher than as follows:

Property ID No.	Petitioner's Contention of 2010 Assessed Value	Petitioner's Contention of 2010 State Equalized Value	Petitioner's Contention of 2010 Taxable Value
6-1832.1100	\$79,450	\$79,450	\$79,450
6-1832.1200	\$27,800	\$27,800	\$27,800
6-1832.5000	\$496,750	\$496,750	\$496,750

3. Order that Respondent pay to Petitioner the refund attributable to such reduction in value, plus interest and costs.

4. Order such other and further relief as this Honorable Tribunal deems just and/or equitable.

Respectfully submitted by:



Todd R. Barron
Barron Corporate Tax Solutions Ltd.



Community Development

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

June 14, 2010

TO: Warren D. Renando, Interim City Manager
FROM: **Carol L. Konieczki, Community Development Director**
RE: CDBG Financial Summary through May 2010

Attached is a Financial Summary for the CDBG funds through May 2010.

Please place this item for consideration on the June 22, 2010 City Council agenda.

Cc: Heather Soat, Financial Analyst
Michelle Pultz, Project Coordinator

**City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eleven Months Ended May 31, 2010**

	<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 American Red Cross (FY 2008/2009)	2,000	1,899	-	101	2,000	-	100.0%
2 Center for Family Health	15,000	-	-	15,000	15,000	-	100.0%
3 Fair Housing Services (FY 2004/2005)	10,000	-	-	-	-	10,000 *	0.0%
4 Family Services & Children's Aid	10,000	-	-	7,263	7,263	2,737	72.6%
5 Human Relations Comm (Cool Cities Youth Council)							
FY 2007/2008	5,000	2,503	-	427	2,930	2,070 *	58.6%
FY 2008/2009	1,000	-	-	-	-	1,000 *	0.0%
6 JAHC - Homeownership Training	6,000	-	-	5,949	5,949	51	99.2%
7 JAHC - Foreclosure Prevention & Housing Counseling							
FY 2008/2009	27,273	11,381	7,586	15,892	27,273	-	100.0%
FY 2009/2010	12,500	-	1,971	1,971	1,971	10,529	15.8%
8 Legal Services of SE Michigan (FY 2007/2008)	1,500	919	-	281	1,200	300 *	80.0%
9 MLK Summer Program	40,000	-	-	40,000	40,000	-	100.0%
10 Neighborhood Resource Centers (FY 2008/2009)	13,187	13,177	-	10	13,187	-	100.0%
11 Partnership Park-After School Programs	5,000	-	4,485	4,485	4,485	515	89.7%
12 Salvation Army - Heating Assistance							
FY 2008/2009	63,000	18,001	-	44,999	63,000	-	100.0%
FY 2009/2010	52,000	-	-	35,517	35,517	16,483	68.3%
13 United Way - 211 Services							
FY 2008/2009	10,000	7,500	-	2,500	10,000	-	100.0%
FY 2009/2010	12,000	-	-	9,000	9,000	3,000	75.0%
<u>Administration</u>							
14 Administration & Planning							

**City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eleven Months Ended May 31, 2010**

	<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 2008/2009	248,600	145,276	-	103,324	248,600	-	100.0%
FY 2009/2010	216,425	-	19,344	95,328	95,328	121,097	44.0%
<u>Code Enforcement</u>							
15 City Code Enforcement Division							
FY 2008/2009	500,000	368,816	-	131,184	500,000	-	100.0%
FY 2009/2010	450,000	-	34,931	315,907	315,907	134,093	70.2%
<u>Housing Rehabilitation Projects</u>							
16 Owner Occupied Housing Rehabilitation							
FY 2007/2008	259,035	47,053	47,340	150,095	197,148	61,887	76.1%
FY 2008/2009	58,980	-	-	-	-	58,980	0.0%
FY 2009/2010	88,000	-	-	-	-	88,000	0.0%
17 City Emergency Hazard Repair Program							
FY 2008/2009	175,000	99,867	-	75,133	175,000	-	100.0%
FY 2009/2010	125,000	-	3,582	81,750	81,750	43,250	65.4%
18 New Neighbor Program (FY 2005/2006)	80,000	64,082	-	65	64,147	15,853	80.2%
19 World Changers							
FY 2007/2008	45,000	35,980	-	100	36,080	8,920	80.2%
FY 2008/2009	38,250	-	-	-	-	38,250	0.0%
20 Spring Cleanup (FY 2007/2008)							
FY 2007/2008	5,000	4,428	-	572	5,000	-	100.0%
FY 2009/2010	8,329	-	-	8,329	8,329	-	100.0%
21 City Rehab Administration (Denied Loans)							
FY 2008/2009	3,000	851	123	2,149	3,000	-	100.0%
FY 2009/2010	1,000	-	327	327	327	673	32.7%

**City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eleven Months Ended May 31, 2010**

	<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>
22 Downtown Development Authority - Façade Loans							
FY 2007/2008	15,000	12,820	-	2,180	15,000	-	100.0%
FY 2008/2009	18,000	-	-	5,026	5,026	12,974	27.9%
23 John George Home - building repairs	50,000	-	-	50,000	50,000	-	100.0%
24 Grace Haven - shelter repairs (2008/2009)	18,000	-	-	-	-	18,000	0.0%
<u>Street Projects</u>							
25 Mason - Jackson to Mechanic	91,000	-	-	9,087	9,087	81,913	10.0%
26 Mason - Mechanic to Francis	72,000	-	-	4,624	4,624	67,376	6.4%
27 Loomis - Leroy to North	90,000	-	-	9,486	9,486	80,514	10.5%
28 Loomis - North to Argyle	47,000	-	-	-	-	47,000	0.0%
29 Monroe Street Sidewalk	30,000	-	-	-	-	30,000	0.0%
30 Special Assessments	22,718	-	-	-	-	22,718	0.0%
<u>Other Projects</u>							
31 Public Works - curb ramps							
FY 2008/2009	40,000	11,347	-	11,223	22,570	17,430	56.4%
FY 2009/2010	67,523	-	-	-	-	67,523	0.0%
32 Tree Removal/Replacement							
FY 2008/2009	25,000	19,257	-	5,743	25,000	-	100.0%
FY 2009/2010	25,000	-	-	13,187	13,187	11,813	52.7%
<u>Economic Development</u>							
33 Job Creation Loans (FY 2006/2007)							
FY 2006/2007	30,000	-	-	30,000	30,000	-	100.0%
FY 2008/2009	34,000	-	-	34,000	34,000	-	100.0%
FY 2009/2010	36,000	-	-	36,000	36,000	-	100.0%

**City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eleven Months Ended May 31, 2010**

	<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 Improvements</u>							
34 Riverwalk Project (FY 2005/2006)	35,429	30,781	-	4,648	35,429	-	100.0%
35 Grand River Arts Walk (FY 2008/2009)	328,906	199,878	-	63,310	263,188	65,718	80.0%

* Denotes balance to be reallocated in early fiscal year 2010/2011

NOTE: All funds are FY 2009/2010 allocations unless otherwise indicated



Department of Community Development

161 W. Michigan Avenue • Jackson, MI 49201-1303•
Facsimile (517) 768-5832

Administrative Services
(517) 788-4060

Building Inspection
(517) 788-4012

Rehabilitation Services & Information
(517) 788-4070

Date: June 15, 2010

To: Building Code Board of Examiners and Appeals Members

From: Frank Donovan, Chief Building Official

Subject: Dangerous Building Report

The Dangerous Building Report summarizes the current status of dangerous or unsafe structures as referenced in Chapter 17 of the City Code of Ordinances.

Page 1	Dangerous Building Report Summary Sheet
Page 2 – 8	Condemned Properties (Dangerous and Unsafe) 2010
Page 9 – 15	Condemned Properties (Dangerous and Unsafe) 2009
Page 16 – 17	Condemned Properties (Dangerous and Unsafe) 2008
Page 18 – 19	Hazardous Properties (Secured and Released)
Page 20	Unfit for Human Habitation (Notice to Vacate)

If you have any comments or questions please contact Sheila Prater at (517) 788-4012.

FD/smp



**CITY OF JACKSON
DANGEROUS BUILDING REPORT SUMMARY SHEET**

CONDEMNED PROPERTIES (DANGEROUS AND UNSAFE) 2010

Jan-10	Feb-10	March-10	April-10	May-10	June-10	July-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	YTD Total
1	5	7	4	4								21
(8) CONDEMNED PROPERTIES (DANGEROUS AND UNSAFE) CARRIED OVER FROM 2009 (2 properties are scheduled for BCBA hearings, 5 properties have been upheld and are awaiting demolition, 1 properties released from condemnation) (2) CONDEMNED PROPERTIES (DANGEROUS AND UNSAFE) CARRIED OVER FROM 2008 (1 has a new owner who plans on repairing, 1 has been upheld and is awaiting demolition)												10

This table reflects the number of properties that are condemned and posted as dangerous and unsafe

CONDEMNED PROPERTIES THAT HAVE BEEN REPAIRED

Jan-10	Feb-10	March-10	April-10	May-10	June-10	July-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	YTD Total
0	0	0	5	0								5

CONDEMNED PROPERTIES THAT HAVE BEEN DEMOLISHED

Jan-10	Feb-10	March-10	April-10	May-10	June-10	July-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	YTD Total
0	4	2	3	2								11

HAZARDOUS PROPERTIES (OPEN AND ACCESSIBLE)

Jan-10	Feb-10	March-10	April-10	May-10	June-10	July-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	YTD Total
4	7	5	4	7								27

This table reflects the number of properties that were posted open and accessible. Once secured they have been released.

UNFIT FOR HUMAN HABITATION (NOTICE TO VACATE)

Jan-10	Feb-10	March-10	April-10	May-10	June-10	July-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	YTD Total
2	1	0	0	0								3

This information reflects the number or properties that were posted unfit for human habitation and the occupants were ordered to vacate.

CITY OF JACKSON

CONDEMNED PROPERTIES 2010

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
614 Backus St (2-1558) Earl Dutton House	3/26/2010 North second story roof system has collapsed. Large voids throughout roof. Rafters, decking and shingles water damaged.	03/26/2010 Condemned house. 03/29/2010 Notice and Order mailed to owner(s). Owner given 60 days to complete repairs. 06/01/2010 Reinspection scheduled. Permit Information: No inspections issued to date. Current Status: Publication required, scheduled for the June Building Code Board of Appeals meeting.
939 Chittock Ave (5-0649) Trainor Financial LLC House/Detached garage New owner Jackson County Treasurer	04/28/2010 House/garage open and accessible. Third time posted within last year.	04/28/2010 Condemned house and garage. 05/05/2010 Notice and Order mailed to owner(s). Owner given 60 days to demolish. 07/06/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 07/29/2010 if the owner does not comply with the Notice and Order.
1415 S Cooper St (5-0866) James/Kim Justin Commercial	05/03/2010 Commercial building open and accessible. Awning rotted and collapsing. Interior egress paths blocked. New this month	05/03/2010 Condemned commercial building. 05/05/2010 Notice and Order mailed to owner(s). Owner given 2 weeks to complete repairs. 05/20/2010 Reinspection scheduled. Permit Information: Electrical permit issued 05/19/2010, rough inspection disapproved. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 07/29/2010 if the owner does not comply with the Notice and Order.

CITY OF JACKSON

CONDEMNED PROPERTIES 2010

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
915 Everhard St (5-0496) Katrina Foster House	03/01/2010 House is deteriorated and decayed. Chimney collapsed, open and accessible, hole in flooring, foundation crumbling.	03/01/2010 Condemned house. 03/03/2010 Notice and Order mailed to owner(s). Owner given 45 days to complete repairs. 05/03/2010 Reinspection conducted; no progress being made on repairs. 05/27/2010 Staff recommended UPHOLDING Notice and Order. 05/27/2010 Board UPHELD Notice and Order, bids for demolition to be requested. Permit Information: No permits issued to date. Current Status: Building Board UPHELD Notice and Order, bids for demolition to be requested 06/21/2010.
119 Francis Ct (5-1478) Steve Simokaitis Garage/House	05/27/2010 Garage roof system rotted and has holes and is collapsing. New this month	05/27/2010 Condemned garage/house. 05/27/2010 Notice and Order mailed to owner(s). Owner given 45 days to complete repairs. 07/26/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 08/26/2010 if the owner does not comply with the Notice and Order.

CITY OF JACKSON

CONDEMNED PROPERTIES 2010

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
703 E Ganson St (7-0701) Candy Moffitt Garage/Porch	05/04/2010 Garage/porch deteriorated and decayed. Roof has holes in it and is collapsing. New this month	05/04/2010 Condemned house. 05/05/2010 Notice and Order mailed to owner(s). Owner given 3 months to demolish. 08/06/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 08/26/2010 if the owner does not comply with the Notice and Order.
804 Greenwood Ave (4-0475) William/Marie Amodio House	04/22/2010 House severely damaged by fire	04/22/2010 Condemned house. 04/23/2010 Notice and Order mailed to owner(s). Owner given 45 days to demolish. 06/07/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Scheduled for the June Building Code Board of Appeals meeting.
334 N Horton St (8-0163) Kassie Elliott Garage	02/01/2010 Garage deteriorated and collapsing.	02/01/2010 Condemned garage. 02/10/2010 Notice and Order mailed to owner(s). Owner given 1 month to complete repairs. 03/10/2010 Reinspection conducted; owner is working on making repairs. Permit Information: Roofing permit issued 03/22/2010; no inspections. Current Status: Per Chief Building Official monitor permit for compliance.

CITY OF JACKSON

CONDEMNED PROPERTIES 2010

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
421 Jefferson St (1-0694) Davonne Pierce House	04/05/2010 Fire damage throughout house.	04/05/2010 Condemned house. 04/07/2010 Notice and Order mailed to owner(s). Owner given 90 days to complete repairs. 07/12/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 07/29/2010 if the owner does not comply with the Notice and Order.
523 Seymour Ave (8-0731) Angela Union House	03/05/2010 Fire damage throughout house.	03/05/2010 Condemned house. 03/11/2010 Notice and Order mailed to owner(s). Owner given 120 days to complete repairs. 07/12/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 07/29/2010 if the owner does not comply with the Notice and Order.

CITY OF JACKSON

CONDEMNED PROPERTIES 2010

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
210-12 S State St (6-0073) Richard/Patricia Cuffle House	3/26/2010 Fire and smoke damage throughout entire house and garage.	03/26/2010 Condemned house. 03/29/2010 Notice and Order mailed to owner(s). Owner given until April 2, 2010 to demolish remaining portion of garage and remove all debris and until April 9, 2010, to provide timeline for repairs/demolition. Permit Information: 05/24/2010 Demolition permit issued, finalized 05/28/2010. Current Status: Property has been demolished by owner, released from condemnation.
301 Steward Ave (2-0557) Jackson Housing Commission Apartment I-27	3/22/2010 Fire and smoke damage throughout entire unit.	03/22/2010 Condemned apartment. 03/23/2010 Notice and Order mailed to owner(s). Owner given 3 months to complete repairs. 06/25/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 07/29/2010 if the owner does not comply with the Notice and Order.

CITY OF JACKSON

CONDEMNED PROPERTIES 2010

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
301 Steward Ave (2-0557) Jackson Housing Commission Apartment F-6	3/29/2010 Kitchen fire causing damage to entire kitchen area and wiring and mechanical systems.	03/29/2010 Condemned apartment. 03/31/2010 Notice and Order mailed to owner(s). Owner given 3 months to complete repairs. 06/25/2010 Reinspection scheduled. Permit Information: Building permit issued 05/25/2010; no inspections. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 07/29/2010 if the owner does not comply with the Notice and Order.
412 Third St (3-0196) Hugh Hiller House	02/01/2010 Fire damage to house.	02/01/2010 Condemned house. 02/10/2010 Notice and Order mailed to owner(s). Owner given 4 months to complete repairs. 06/10/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Publication required. Scheduled for the 07/29/2010 Building Code Board of Appeals meeting.

CITY OF JACKSON

CONDEMNED PROPERTIES 2010

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
781 Tomlinson St (6-1322) John Babchook Garage	05/04/2010 Roof system rotted and caving in. New this month	05/04/2010 Condemned garage. 05/05/2010 Notice and Order mailed to owner(s). Owner given 4 months to complete repairs. 09/07/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 09/30/2010 if the owner does not comply with the Notice and Order.
1228 Williams St (4-0998) Christopher Lloyd-Bowser House	06/08/2010 Structure fire. Roof system completely collapsed. Water damage and all electrical, mechanical and plumbing systems damaged. New this month	06/08/2010 Condemned house. 06/09/2010 Notice and Order mailed to owner(s). Owner given 45 days to complete demolition. 07/26/2010 Reinspection scheduled. Permit Information: No permits issued to date. Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 08/26/2010 if the owner does not comply with the Notice and Order.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
1501 S Jackson St (4-1559) Kenneth Zaggy Commercial	11/24/09 Fire damage throughout structure.	<p>11/24/09 Condemned commercial building.</p> <p>12/02/09 Notice and Order hand delivered to owner(s). Owner given 7 days to install a fence, provide a timeline for repairs/demolition and pull permit. 180 days from the date of permit to complete.</p> <p>12/18/09 Staff recommended tabling until the January meeting. Owner looking at selling property to someone who will clean up and rehabilitate.</p> <p>12/18/09 Board tabled until the January Board meeting.</p> <p>01/28/2010 Staff recommended continuing until the June meeting. Owner has provided performance agreement and should be done by end of May.</p> <p>01/28/2010 Board continued until the May Board meeting.</p> <p>03/25/2010 Building Board granted variance to allow owner to leave the concrete walls as is. Variance will be granted allowing the roof system to remain an "open air" system as long as the owner supplies a statement from an engineer stating they have inspected it.</p> <p>05/27/2010 Staff recommended tabling until the July meeting. Owner making progress.</p> <p>05/27/2010 Board continued until the July Board meeting.</p> <p>Permit Information: Demolition permit issued 01/27/2010; no inspections. Fence permit issued 12/23/2009; no inspections. Electrical permit issued 04/06/2010; service approved 05/27/2010.</p> <p>Current Status: Property scheduled for the 07/29/2010 Building Code Board of Appeals meeting.</p>

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
902 Maple Ave (4-0857) Anthony Gittens House	10/05/09 Fire and smoke damage.	10/05/09 Condemned house. 10/28/09 Notice and Order mailed to owner(s). Owner given 4 months to complete repairs. 03/01/2010 Reinspection revealed temporary tarp and boarded up to north fire damaged roof. Recheck in 1 month and if no progress schedule for building board. 04/29/2010 Staff recommended UPHOLDING Notice and Order. 04/29/2010 Board UPHELD Notice and Order, bids to be requested for demolition. Permit Information: Building permit issued 02/04/2010; no inspections. Current Status: Building Board UPHELD Notice and Order, bids for demolition to be requested 06/07/2010.
1421 E Michigan Ave (6-0566) Hakim/Chaudhri Bashir LLC House	08/06/09 Open and accessible. Porch rotted with open holes through floor system.	08/06/09 Condemned house. 08/14/09 Notice and Order mailed to owner(s). Owner was given 45 days to complete repairs. 11/19/09 Reinspection conducted, no change in status of property. County update – 2006, 2007 and 2008 taxes are delinquent. 12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested. Permit Information: No permits issued to date. Current Status: Bids for demolition awarded 03/10/2010.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
416 Oak St (7-0175) Jamie Cox (new owner 9/2009) Gary Cox Single Family Home	05/22/09 Foundation deteriorated and decayed and structure open and accessible.	05/22/09 Condemned house. 05/28/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 08/31/09 Reinspection conducted, owner making progress. 10/01/09 Administrative reinspection, still dangerous and unsafe. 10/16/09 Staff recommended tabling until the November meeting. Owner has started repairs but needs more time. 10/16/09 Board tabled until the November meeting. 11/20/09 Staff recommended tabling until the December meeting. Owner continues to make progress, nearing completion. 11/20/09 Board tabled until the December meeting. 12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested. Permit Information: Building permit issued 04/07/2010; no inspections. Current Status: Bids for demolition requested January 26, 2010. Bids for demolition not awarded, owner has pulled permit and will start repairs.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
514 N Pleasant St (8-0365) Daryl Hoskins House	10/01/09 Fire damage throughout structure.	10/01/09 Condemned house. 11/5/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 02/08/2010 Reinspection scheduled. 01/28/2010 Staff recommended continuing until the February meeting to allow owner time to work with his insurance company on a settlement. 01/28/2010 Board continued until the February 25, 2010, Board meeting. 02/25/2010 Staff recommended tabling until March. Owner is awaiting insurance settlement to start repairs. 02/25/2010 Board tabled until the March Board meeting. 03/25/2010 Staff recommended tabling until the July meeting to allow the owner to start repairs now that there has been an insurance settlement. 03/25/2010 Board tabled until the July Board meeting. Permit Information: No permits issued to date. Current Status: Property scheduled for the 07/29/2010 Building Code Board of Appeals meeting.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
322 W Wesley St (4-0298) Thomas Wilson House	10/01/09 Fire damage throughout house.	10/01/09 Condemned house. 10/06/09 Notice and Order mailed to owner(s). Owner was given 4 months to complete repairs or demolish. 02/08/2010 Reinspection scheduled. 02/25/2010 Staff recommended UPHOLDING Notice and Order. 02/25/2010 Board UPHELD Notice and Order, bids for demolition to be requested. Permit Information: Demolition permit issued 03/30/2010; finalized 05/18/2010. Current Status: Property demolished by owner, released from condemnation.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
326 W Wesley St (4-0300) Wells Fargo Bank (new owner) Garage	06/23/09 Tree has fallen onto southwest corner of garage breaking hip rafters. West side garage open with holes through roof and weather damaged rafters.	06/23/09 Condemned garage. 07/01/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 10/14/09 Reinspection conducted, no progress. 11/20/09 Staff recommended continuing until December to allow bank time to compare the cost of demolition vs. cost of repairing. 11/20/09 Board continued until the December meeting. 12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested. 12/31/09 Received letter from owner requesting reconsideration. Placed on January agenda. 01/28/2010 Staff recommended continuing until the February meeting. Bank attempted repairs but repairs are unacceptable. 01/28/2010 Board continued until the February BCBA meeting. 02/25/2010 Staff made no recommendation. 02/25/2010 Board denied request for reconsideration. Permit Information: No permits issued to date. Current Status: Bids for demolition to be requested 03/19/2010.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
1228 Williams St (4-0998) Christopher Lloyd-Bowser Garage	02/20/09 Roof system is rotted and caving in; open holes throughout roof system. Entry doors missing.	02/20/09 Condemned garage. 02/27/09 Notice and Order mailed to owner(s). Owner was given 45 days to demolish. 04/17/09 Reinspection revealed owner has pulled permit and work has started. Permit Information: Building permit to repair roof issued 05/08/09, no inspections. Permit expired 11/4/09. 12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested. Permit Information: Building permit issued 05/08/09; expired 11/04/09. Current Status: Bids for demolition awarded 03/10/2010.

CITY OF JACKSON

CONDEMNED PROPERTIES 2008

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
320 W Biddle St (4-0549) Teri Pedersen (new owner 1/2010) County of Jackson (new owner 5/2009) MoHawk United LLC Deutsche Bank Natl Trust Single Family Dwelling	10/17/08 Open front and back door and broken windows. Interior unfit for human habitation.	10/17/08 Condemned house. 10/24/08 Emergency Order signed. 10/27/08 Property secured by DPW. 10/29/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; property is secured and roof is tarped. 01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition. Permit Information: Roofing permit issued 03/04/2010; no inspections. Alternation permit issued 04/30/2010; no inspections. Current Status: Bid for demolition awarded 08/24/09. County sold property, awaiting deed. Demolition on hold, new owner plans to repair.

CITY OF JACKSON

CONDEMNED PROPERTIES 2008

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
800 S Mechanic St (4-0600) Gregory Cole Multi Family Dwelling	08/06/08 Open doors and windows, damaged walls and floor in back bathroom on first floor.	08/06/08 Condemned house. 08/08/08 Emergency Order signed. 08/08/08 Property secured by DPW. 08/13/08 Notice and Order mailed to owner(s). 09/17/08 Reinspection conducted; no change in status. 02/20/09 Staff recommended continuing until March. 02/20/09 Board continued until the March Board meeting. 03/20/09 Staff recommended UPHOLDING Notice and Order. 03/20/09 Board UPHELD Notice and Order, bids to be requested for demolition. 06/19/09 Staff recommended UPHOLDING Notice and Order. 06/19/09 Board UPHELD Notice and Order, bids to be requested for demolition. 07/03/09 Owner filed Circuit Court action. 01/19/2010 Circuit Court action dismissed. Permit Information: Electrical permit issued 12/23/08; 01/14/09 rough approved. Building permit reinstated 04/22/09, no inspections. <u>Current Status: Bids for demolition awarded 03/10/2010.</u>

CITY OF JACKSON

HAZARDOUS PROPERTIES

(Secured and Released)

Property Address (Stencil #)	Date of Compliant	Date Referred to DPW or Contractor	Date Secured
802 First St (3-2049) Geoffrey/Tammy Maidlow House	05/12/2010	05/18/2010	05/19/2010
1019 First St (4-1253) P&M Investments House	05/11/2010	05/14/2010	05/17/2010
313 N Gorham St (8-0110) Samuel/Steffany Beyer House	06/09/2010	06/15/2010	
942 S Jackson St (4-0621) Barbara Hubbard House	05/05/2010	05/10/2010	05/11/2010
1223 Maple Ave (4-0939) Elisabeth McKinch House	05/24/2010	05/26/2010	05/27/2010
1423 E Michigan Ave (6-0565) Joseph Hunter House	06/03/2010	06/09/2010	
400 W Prospect St (3-2416) Delicious Alternatives Inc Commercial	05/17/2010	05/17/2010	05/18/2010
111 Stanley Ave (5-1239) Fielding Properties LLC House	05/05/2010	05/10/2010	05/11/2010

CITY OF JACKSON

HAZARDOUS PROPERTIES

(Secured and Released)

Property Address (Stencil #)	Date of Compliant	Date Referred to DPW or Contractor	Date Secured
115 Summit Ave (6-0553) Tamira Levy House/Garage	06/08/2010	06/09/2010	
114 E Wilkins St (5-0203) Tamira Levy House	05/03/2010	05/06/2010	05/06/2010

CITY OF JACKSON

UNFIT FOR HUMAN HABITATION

(Notice to Vacate)

Property Address (Stencil #)	Reason Vacated	Date of Complaint	Date Vacated	Reported by	Vacated by	Date Released
=====						



City Clerk

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4025 — Facsimile: (517) 788-4651

June 11, 2010

TO: Honorable Mayor and City Councilmembers
FROM: Angela Arnold, Deputy City Clerk *Angela*
SUBJECT: APPLICATION FOR REZONING – Dale Gaide and Chester
Messner

Attached please find an application from Dr. Dale Gaide and Mr. Chester Messner requesting a zoning change for property located at 539 W. Blackstone (Stencil 1-0248) and 233 W. Ganson (Stencil 1-0267) and also including Stencil #'s 1-0269, 1-0270 and 1-0271) from R-4 to C-4.

Please receive this application at Council's June 22nd meeting and refer to the City Planning Commission for processing.

Thank you.

Attachments

C: Warren Renando, Interim City Manager

\$ 380.00

Hand delivered by Dounda to Region II on 6/10/10



Application for District Change (Rezoning)
Before the City Planning Commission
City of Jackson, Michigan

1. Application PC - Date Filed: / /
To be filled out by R2PC Staff

2. Dr. Dale Gaide and Mr. Chester Messner
Name(s)
Gaide 539 W. Blackstone and Messner 233 W. Ganson
Street Address
Jackson, MI 49201 (517) 787-3512 Owners Occupants Buyers
City State Zip Phone Number Status of the Applicant* (Circle One)

of the property located at: 539 W. Blackstone & 233 W. Ganson 49201
Street Address Zip Code
property identification #: * Gaide: 1-024800000 Messner: 1-026700000

I (we) respectfully request a determination be made by the City Planning Commission on the following change of zoning as provided in §28-183 of the Zoning Ordinance:

3. Current zoning: R-1 R-2 R-3 (R-4) R-5 R-6 C-1 C-2 C-3 C-4 I-1 I-2 PUDD
Circle One
Proposed zoning: R-1 R-2 R-3 R-4 R-5 R-6 C-1 C-2 C-3 (C-4) I-1 I-2
Circle One
The proposed use is: to expand veterinary clinic.

5. I certify that the information provided above is correct to the best of my belief and knowledge.

Dr. Dale Gaide * see attached letter
Name & Title Name & Title
Signature Signature

6. City Clerk Use Only:
Date: 6/10/10 Fee: \$ 380.00 Receipt #: 90225270

* If the applicant is not the owner of the property, a letter of consent from the property owner must accompany this application.

* AND TAX ID # 1-026900000
1-027000000
1-027100000

GAIDE VETERINARY HOSPITAL

539 N. BLACKSTONE ST. • JACKSON, MICHIGAN 49201 • (517) 787-3512

June 16, 2010

George Covalle
2266 Springport Road, Suite C
Jackson, Mi 49202

Re: Rezoning of parcel #1-026700000 from R4 to C7.
Address 233 W. Ganson St.

Owned by Chester Messner
P.O. Box 884
Coleman, Fl. 33521

Dear George,

Have spoken with Mr. Messner several times beginning on May 22, 2010. Mr. Messner is concerned that if a zoning change were to occur the property taxes would increase. I explained the zoning of the property does not affect taxation but it is the value of the property.

I've forwarded telephone numbers of the planning commission and the city assessor's office and asked him to call and verify my findings regarding the rezoning of the property.

Each time I've returned a call to visit with Mr. Messner regarding approval by him for the zoning change he continues to feel the property tax would increase if rezoning were to occur. He has told me that he has called but was always put on hold so long that he hung up. He continues to maintain his position and I do not feel we will be successful in getting his approval regarding the rezoning of his property.

I would like to proceed with our rezoning request and go forward with the hospital addition as planned, both the physical addition and the topographical changes as you outlined.

Sincerely,


dg/mg





City Clerk

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4025 — Facsimile: (517) 788-4651

June 9, 2010

TO: Honorable Mayor and City Councilmembers
FROM: Angela Arnold, Deputy City Clerk *Angela Arnold*
RE: Establishment of Public Hearing on the Request by Technique, Inc. to designate property at 2341 Enterprise Road as an Industrial Development District

Attached please find the request filed by Technique, Inc. to designate property encompassing 2341 Enterprise Road as an Industrial Development District (IDD).

You may be aware that Technique, Inc. is currently operating a business at 2427 Research Drive, located in IDD #73. Recently Technique, Inc. purchased the building and property at 2341 Enterprise Road and has requested the City establish an IDD for this property.

Requested action is for the City Council to establish a public hearing on July 20, 2010 on this application. Notification letters will be sent to the applicant and an ad will be placed in the Jackson Citizen Patriot for publication announcing the public hearing.

Thank you.

/aa

Attachments

C: Julius Giglio, City Attorney
David Taylor, City Assessor
Barry Hicks, CD Economic Development Planner

Memo

To: Angela Arnold, City Clerk
From: Thomas B. Jurasek
Cc: S Brian Jurasek, CPA, Ronnie Johncox
Date: 4/29/2010
Re: Request for Industrial Development District

RECEIVED
CITY of JACKSON
APR 30 2010
CLERK'S OFFICE
BY _____

Per our phone call on 4/22/10, I would like to formally request the formation of an Industrial Development District for Technique, Inc.'s new building located at 2341 Enterprise Drive, Jackson, MI 49203.

Thank you for your prompt help in this matter.

@: Atty, ASSR, HRC

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

05/03/2010 10:14 AM

Parcel: 6-1832.1500
Owner's Name: TIGG LLC
Property Address: 2341 ENTERPRISE RD
JACKSON, MI 49203

Current Class: 201.COMMERCIAL
Previous Class: 201.COMMERCIAL
Gov. Unit: 50 UNIT '50' JACKSON
MAP #
School: 38170 JACKSON PUBLIC
Neighborhood: 709I NEIGHBORHOOD 709I

Liber/Page: Created: //
Public Impr.: Paved Road, Water, Sewer, Electric, Gas
Topography: Level

Split: // **Active:** Active

Mailing Address:
5695 WEST RIVER DR
BELMONT MI 49206

Description:
LOT 15 MICOR SUB DIV # 2

Most Recent Sale Information

Sold on 04/09/2010 for 410,000 by TIGG LLC.

Terms of Sale: ARMS-LENGTH

Liber/Page:

Most Recent Permit Information

Permit M07919 on 07/27/1999 for \$0 category Mechanical.

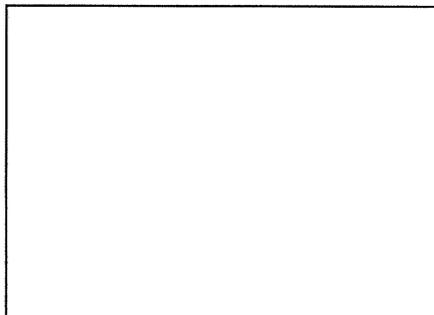
Physical Property Characteristics

2011 S.E.V.:	162,400	2011 Taxable:	162,400	Lot Dimensions:	
2010 S.E.V.:	162,400	2010 Taxable:	162,400	Acreage:	2.47
Zoning:	I-2	Land Value:	53,259	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

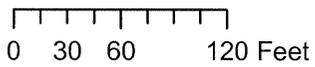
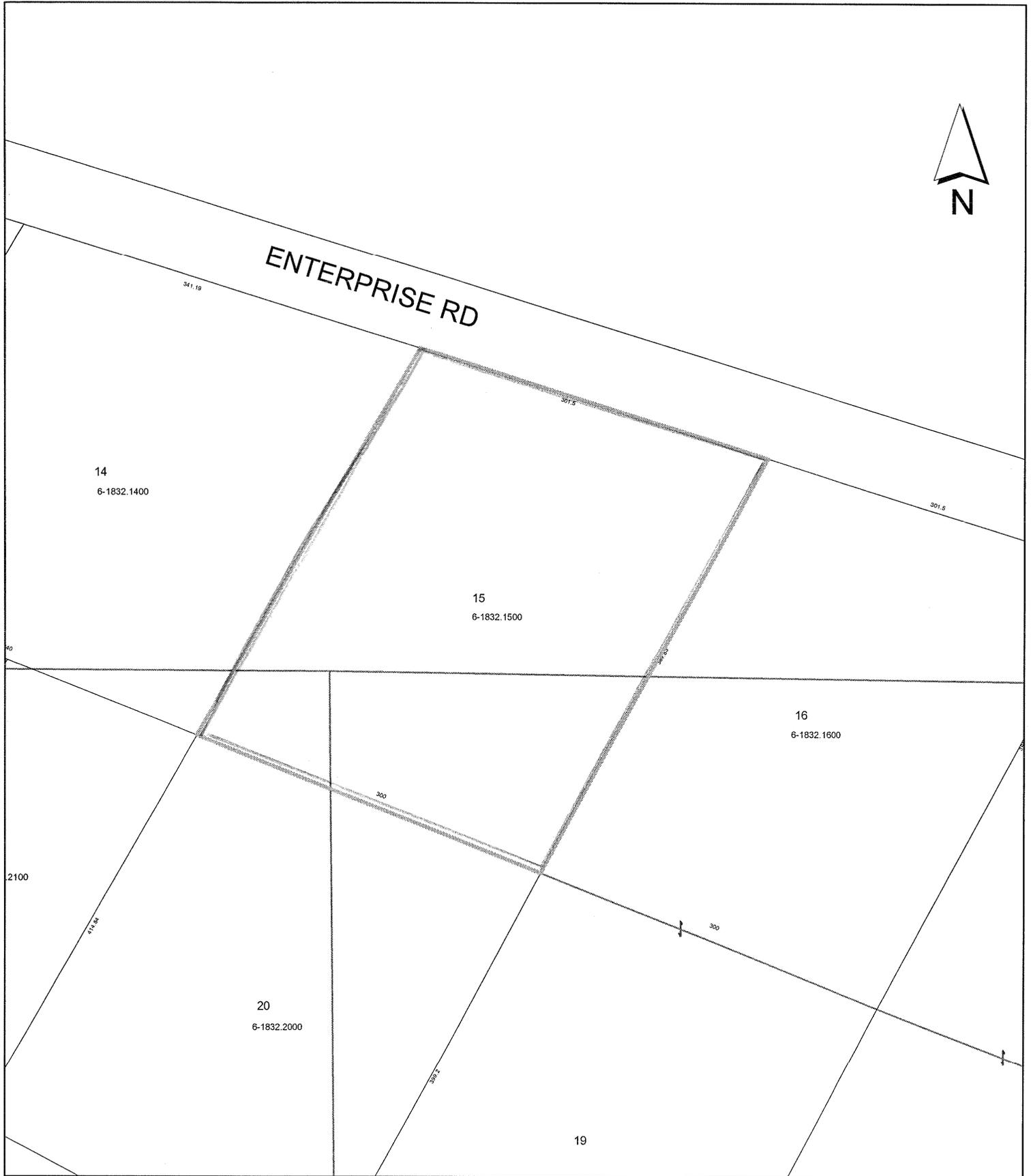
Improvement Data

of Commercial Buildings: 1
Type: Warehouse, Distribution
Desc:
Class: S
Quality: Average
Built: 1999 Remodeled: 0
Overall Building Height: 18
Floor Area: 12,371
Sale Price/Floor Area: 33.14
Estimated TCV: 271,571
Cmts:

Image/Sketch



2341 Enterprise Rd



ADDITIONAL INFORMATION REQUIRED BY THE CITY OF JACKSON FOR ACT 198 & 255
TAX ABATEMENT DISTRICT APPLICANTS

DATE 6/7/10 REPORTING PERIOD: FROM 1/1 TO 12/31

NAME OF FIRM Technique, Inc. CONTACT Bonnie Johnson

1. What is your firm's total number of employees? 32

2. How many of the total in Question #1 are minorities? 2

3. How many of the total in Question #1 are female? 1

4. Compute the percentage of minority employment in your firm by dividing the number of minorities employed by the total number of employees (#2 ÷ #1 = %):
2 divided by 32 = 6.3 %
Minorities Total Employees

5. Is your percentage of minority employment equal to or greater than 8.6% (Jackson County's minority population percentage)?
 YES NO

6. If the answer is "YES", you need not complete any further information. Your application will be processed and forwarded to the City Council for consideration.

7. If the answer is "NO", you must submit the attached Affirmative Action Agreement Letter of Commitment in order for your tax abatement application for district establishment to be processed by the City of Jackson.

*DEFINITIONS OF RACE/ETHNIC CATEGORIES:

White (not Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islanders: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.

AFFIRMATIVE ACTION AGREEMENT
LETTER OF COMMITMENT

We, the undersigned applicant, operating under the name of Technique, Inc., whose address is 2427 Research Drive 49703, acknowledge that our firm is subject to the policies and administrative guidelines of the City of Jackson relating to the Affirmative Action Policy for Act 198 and 255 Tax Abatement Applications at the district establishment level. Said company is committed to examine the racial and sexual integration of all levels of its own workforce, to make every good faith effort to correct any underutilization of minorities and women where it is found to exist, and to make every good faith effort to achieve the goals set forth in this Letter of Commitment, to include:

- A. The applicant will allow representatives appointed by the City of Jackson Human Relations Commission and/or the Michigan Civil Rights Commission to conduct an evaluation visit involving assistance and guidance on recruitment practices, application format, and interviewing procedures, and
- B. The applicant will submit the form requiring additional workforce information annually (due one year from City Council approval of the Facilities Exemption Certificate, and annually thereafter) to the City of Jackson for ongoing review purposes.


SIGNATURE OF COMPANY OWNER OR OFFICER

RONALD W JOHNSON - PRESIDENT
PRINT NAME AND TITLE

6-7-10
DATE SIGNED



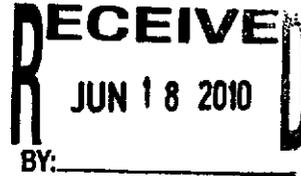
STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

ROBERT J. KLEINE
STATE TREASURER

June 11, 2010

Karen Dunigan, Mayor
City of Jackson
City Hall, 14th Floor
Jackson, MI 49201



Dear Mayor Dunigan:

As you are aware, the State Tax Commission assumed jurisdiction of the 2010 assessment roll for the City due to an uncertified unit. The Commission ordered that a 14 point review be conducted. The 14 Point Review was recently completed and the Township scored 199 which makes you compliant with the General Property Tax Act and State Tax Commission Rules.

The State Tax Commission at their meeting on June 10, 2010 adopted the enclosed official order to certify the 2010 assessment roll for City of Jackson. The Commission ordered that the City be billed for the costs associated with the assumption of jurisdiction and that once the bill has been paid, the Commission will return jurisdiction of the 2010 roll to the City.

I am enclosing a bill for the costs incurred by the Commission. Please remit a check in the amount of One Thousand Four Hundred and Thirty Five Dollars and Eighteen Cents (\$1,435.18) payable to the State of Michigan and note the Index No. 42110, Object Code No. 1345 and Transaction Code No. 190. Please attach the check to a copy of this letter and mail it to the Tax Commission.

Sincerely,

Kelli Sobel, Executive Director
State Tax Commission

Enc: Official Order of the State Tax Commission
14 Point Review
Bill for Assumption of Jurisdiction

Cc: Lewis Rogers, Assessment and Certification Division

Bill for Assumption of Jurisdiction for City of Jackson

Lewis Rogers Time and Expenses		Cost	Total Cost
Total hours with fines	24.5	54.15	\$1,326.68
Miles	217	0.5	\$108.50
Lewis Rogers Total			\$1,435.18
Total Assumption of Jurisdiction Cost			\$1,435.18

Review of Local Unit Assessment Administration Practices, Procedures and Records

MICHIGAN STATE TAX COMMISSION ASSESSMENT AND CERTIFICATION DIVISION

Random Review Follow Up Review Preliminary Review Ordered Review

UNIT: Jackson City COUNTY: Jackson

YEAR: **2010** YEAR OF ORIGINAL REVIEW (FOLLOW-UP REVIEW):

200 - 1 = 199 Compliant

1. Please identify the assessing officer who has signed the pre-Board of Review certification of the assessment roll.

Name of Township Supervisor/City Manager/Mayor: Karen Dunigan

Name of Assessing Officer: David Taylor

SAB Certification No.: 5385

SAB Certification Level: 3

Required Unit Level: 4

1% Administration fee added to tax collection: Yes No

Notes: _____

2a. On what date was the assessment roll certified by the above identified assessing officer?

General Law Date: 3/2/2010

X Date: 3/3/10

Charter Date: _____

Notes: The roll was turned over on the 3/2/10, the certification was signed on the 3rd

2b. On what date did the assessing officer deliver the certified assessment roll (original hard copy) to the local Board of Review for its required March meetings?

General Law Date: 3/2/2010

Date: 3/2/10

Charter Date: _____

Notes: _____

3a. On what date was the assessment roll certified by the local Board of Review?

Date: 3/26/10

Notes: _____

3b. Did the local Board of Review utilize State Tax Commission form L-4035 (or equivalent)?

YES

NO

Notes: _____

3c. Did the secretary of the local Board of Review utilize State Tax Commission form L-4035a to document valuation changes authorized by said board?

YES NO NOTES: _____

3d. Did the local unit Board of Review prepare minutes of the meetings and actions authorized by the local Board of Review and file the minutes with the local unit clerk (MCL 211.33)?

March BOR Session YES NO
July BOR Session YES NO
December BOR Session YES NO

Assessors' Comments (optional): _____

Notes: **The minutes were very well organized, easy to follow.**

3e. Is the Board of Review in substantial compliance with the requirements of the GPTA (MCL 211.10f, MCL 211.33, R 209.28(4))?

March BOR Session YES NO
July BOR Session YES NO
December BOR Session YES NO

Assessors' Comments (optional): _____

Notes: **The files were organized very well, summaries of actions, petitions, etc.**

3f. On what date did the local unit/Board of Review Close?

March BOR Session **3/26/10**

July BOR Session **7/21/09** Statutory Date **7/21/2009**

December BOR Session **12/15/09** Statutory Date **12/15/2009**

Assessors' Comments (optional): _____

Notes: _____

4a. On what date was the certified copy of the assessment roll delivered to the county equalization department?

Date: **3/26/10** NOTES: _____

4b. On what date did the assessing officer deliver State Tax Commission form L-4021 to the county equalization department?

Date: **3/26/10**

Original Hard Copy Electronic/Magnetic File Transfer

NOTES: _____

7a. MCL 211.10a Requirement - Pursuant to MCL 211.10a does the local unit provide customary business hours for inspection and copying of public records?

- YES If YES, please indicate designated days and times. NOTES: M - F ; 8 - 5
 NO

NOTES: _____

7b. If the answer to #7 is NO, has the local unit adopted a policy and/or procedure(s) to be utilized regarding the inspection and copying of public records?

- YES If YES, please attach a copy of policy/procedure
 NO

NOTES: _____

8. Where are the real and personal property records, assessment roll(s) and support documents retained?

- a) Local unit public offices
 b) Office/home of township supervisor
 c) Office/home of assessing officer
 d) Other (specify: _____)

NOTES: _____

9. Assessment Roll Requirements - Please identify which of the following specific data or information is posted to the current assessment roll:

- a) Name & address of property owner
 b) Legal description or STC approved parcel code number
 c) School district code
 d) Property classification
 e) Assessed valuation
 f) Capped valuation
 g) Taxable valuation
 h) Board of Review valuation column
 i) MTT and/or STC valuation column
 j) Homestead or Qualified Agricultural Property Exemption & percentage
 k) Date of last transfer of ownership

NOTES: _____

10a. Does the true cash value on the appraisal record card agree with the true cash value indicated by the assessed value on the assessment roll?

- YES NO If NO, date(s) last calculated

NOTES: Less than 1% are in override or flat land values - the estimated personal property is in override, but this is an appropriate use of the function.

10b. Does the assessor maintain a record of properties receiving treatment for normal repair, replacement and maintenance (MCL 211.27(2)) and indicate on the assessment roll the properties affected?

- YES NO

NOTES: _____

[0 Points if Violation – instruction on proper procedure with follow-up review of the section]

11. Do the appraisal record cards properly account for all physical items located on the description?

90% + Accurate 80%- 89% Accurate 79% or less Accurate

NOTES: **The total of both the residential and commercial/industrial was 91%. The main deduction was for missing land improvements. The vast majority of the measurements were correct, a few missing decks, additions, etc. Nothing major in any of the ARCs**

12. MCL 211.27a(3) Requirement(s) - Pursuant to MCL 211.27a(3) is the local unit in substantial compliance with the uncapping of taxable valuations the year following a transfer of ownership?

YES NO If NO, documentation required.

NOTES: **No problems with uncappings**

13. Based on a sampling of properties involving new construction which occurred in the prior year, do the current year's assessments include new construction?

YES NO If NO, documentation required.

NOTES: **The city issues permits for everything a property owner could think of doing and all new construction had headlee additions for 2010. No apparent problems**

14a. Based on a sampling of known "sale" properties, is the local unit in substantial compliance with STC Bulletin 19 of 1997?

YES NO If NO, documentation required.

NOTES: _____

14b. Calculated Co-efficient of Dispersion _____

Calculated Price Related Differential _____

NOTES: _____

ADDITIONAL NOTES: The commercial/industrial ECFs were historical data and current data, updated and trended forward based on current information.

CERTIFICATION: I hereby declare that the foregoing information submitted is a complete and true statement.

Lewis Rogers

Electronic Signature

- By clicking the box, I agree the signature I have typed above will be the electronic representation of my signature for purposes when I use it on this document and is a legally-binding contract. I further understand that signing documents using this electronic signature will have the same legally-binding effect as signing my signature using pen and paper.

5/27/2010

Date

Supervisor, District 5, ACD

Title

County: Jackson

Unit: Jackson City

ACD Recap Analysis Of Assessment Records Sampled

Record #	Property Class	Item	House Class As % of "C"			Observed % Good			Scoring % Calculation By		
			ACD Field Staff	Local Unit	Variance	ACD Field Staff	Local Unit	Variance	Agreement	Actual Accuracy	Weighted Accuracy
1	401	6-128800000	74%	82%	8%	70.0%	57.0%	13%	58.8%	80.9%	92.6%
2	401	6-128900000	74%	82%	8%	60.0%	57.0%	3%	58.8%	80.8%	86.3%
3	401	6-129000000	100%	100%		65.0%	52.0%	13%	76.5%	81.6%	93.1%
4	401	8-246100000	74%	82%	8%	60.0%	40.5%	20%	64.7%	85.9%	92.4%
5	401	8-247200000	90%	95%	5%	50.0%	47.0%	3%	58.8%	83.6%	92.7%
6	401	8-247300000	82%	82%		45.0%	52.0%	7%	70.6%	83.1%	87.0%
7	401	3-0941.1000	110%	110%		65.0%	64.0%	1%	47.1%	81.1%	91.2%
8	401	3-0939.1e10	100%	110%	10%	70.0%	57.0%	13%	58.8%	69.2%	89.1%
9	401	2-177000000	90%	90%		60.0%	52.0%	8%	76.5%	87.6%	95.9%
10	401	2-176800000	74%	82%	8%	60.0%	52.0%	8%	52.9%	85.2%	88.4%
11	401	2-176700000	100%	95%	5%	60.0%	45.0%	15%	64.7%	82.6%	89.1%
12	201	5-086300000	74%	74%		36.0%	36.0%		94.1%	94.1%	90.0%
13	201	6-013900000	100%	100%		30.0%	30.0%		100.0%	100.0%	93.0%
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
		Mean	88%	91%	4%	56%	49%	8%	68%	84%	91%
		Median	90%	90%	5%	60%	52%	8%	65%	83%	91%
		Mode	74%	82%		60%	52%	13%	59%	NA	NA

Category Range Of Percentage Calculations For Individual Parcels

By Item % Of Agreement	47%	to	100%
By Item % Of Accuracy	69%	to	100%
By Weighted % Of Accuracy	86%	to	96%

**STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF TREASURY
STATE TAX COMMISSION**

OFFICIAL ORDER

Whereas, on April 26, 2010 the State Tax Commission assumed jurisdiction of the City of Jackson, Jackson County 2010 assessment roll pursuant to the provisions of the General Property Tax Act, being PA 206 of 1893, being sections 211.1 through 211.57 of the Michigan Compiled Laws, and

Whereas, the Assessment and Certification Division completed a review of the parcels involved and found their values to be certifiable and

Whereas, the staff requests the State Tax Commission certify the 2010 assessed and taxable valuations as listed:

2010 Assessed Valuations – City of Jackson, Jackson County

Agricultural Real Property	\$	0
Commercial Real Property	\$	224,537,550
Industrial Real Property	\$	119,214,700
Residential Real Property	\$	368,414,750
Timber Cut-Over Real Property	\$	0
Developmental Real Property	\$	0
Total Real Property	\$	712,167,000
Total Personal Property	\$	81,180,900
Total Real and Personal Property	\$	793,347,838

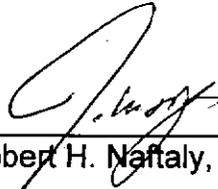
2010 Taxable Valuations – City of Jackson, Jackson County

Agricultural Real Property	\$	0
Commercial Real Property	\$	191,882,575
Industrial Real Property	\$	118,178,126
Residential Real Property	\$	333,963,240
Timber Cut-Over Real Property	\$	0
Developmental Real Property	\$	0
Total Real Property	\$	644,023,941
Total Personal Property	\$	81,180,897
Total Real and Personal Property	\$	725,204,838

NOW THEREFORE, it is ordered that the 2010 assessed and taxable valuations recommended by staff become the official assessed and taxable valuations for the year 2010.

The authority for the actions required by this Official Order is found in the General Property Tax Act, as amended by 1986, Public Act 223, being sections 211.1 through 211.157 of the Michigan Compiled Laws.

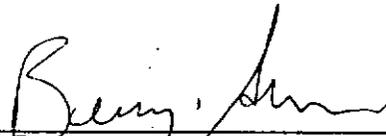
WITNESS, my hand and seal of the State Tax Commission this 10th day of June, A.D., 2010.



Robert H. Naftaly, Chairperson

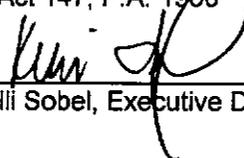


Douglas B. Roberts, Member



Barry N. Simon, Member

I hereby certify that this is a true copy of the Order of the State Tax Commission on file in The State Tax Commission Office as provided in Act 147, P.A. 1960


Kelli Sobel, Executive Director



Finance Department

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4030 — Facsimile: (517) 768-5857

June 10, 2010

TO: Warren D. Renando, Interim City Manager
FROM: Philip J. Hones, Chairman, Employees Retirement System Board of Trustees
RE: Recommendation to Fill Vacancy on Board

Due to the recent change in the position to part time of Deputy City Clerk Angela Arnold, she is no longer eligible to serve on the ERS board of trustees. Therefore, a vacancy has occurred on the board. Ms. Arnold's term was to have been effective through August 31, 2011.

Chapter 2, Article VI, Section 2-530(b) of the City Code of Ordinances states that "In the event a vacancy occurs on the board of trustees the city council shall fill the vacancy, by appointment, for the unexpired portion of the term."

At the June 2, 2010 meeting of the ERS board of trustees, it was approved by the board to recommend to the City Council that Thomas Steiger, Superintendent of Cemeteries, Forestry and Parks, be appointed to the board of trustees for the duration of this term.

Thank you for your consideration to this recommendation.

PH/ss



Police Department

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

June 15, 2010

TO: Warren D. Renando
City Manager

FROM: John Holda
Deputy Chief

SUBJECT: Edward Byrne Memorial JAG Program

The Jackson Police Department and the Jackson County Sheriff Department were notified we are eligible to receive FY 2010 Edward Byrne Memorial Justice Assistance Grant program funding in the amount of \$44,646. One of the JAG requirements is that a hearing be held allowing for citizen comment on the proposed use of the grant funds. Another requirement is the City and County sign a Memorandum of Understanding identifying the grant fiscal agent and the allocation of the funds. It was agreed the City will continue to be the fiscal agent for the grant.

The Jackson Police Department proposes to use our portion of the JAG grant, \$32,197 for tasers and Evidence Management bar coding software. The Jackson County Sheriff Department will use their \$12,449, to purchase bullet proof vests.

We are requesting this public hearing be held at the City Council meeting on June 22, 2010. I or a representative will be present to answer any questions.



Parks, Recreation and Grounds

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

(517) 788-4040 · Facsimile (517) 768-5860

www.cityofjackson.org

MEMO

TO: Warren Renando, Interim City Manager

FROM: Kelli M. Hoover, Interim Director of Parks, Recreation and Grounds

DATE: June 14, 2010

SUBJECT: Agenda Item: Contract with Jackson County and the City to enter a Inter-Local Agreement through the sharing of three positions

This past Spring the City and County Councils approved our combined Five-Year Master Plan. The five-year plan was also approved by the State of Michigan Department of Natural Resources. After this approval the Oversight Committee, which was organized to study the possibilities of a Metro Park System recommend moving towards and inter-local agreement.

I am requesting approval of the contracts and job descriptions for the Director, Deputy Director and Golf Superintendent in an inter-local agreement through the County and City of Jackson. Each position and salary would remain with their municipality.

This contract will allow us to move ahead with the inter-local agreement starting July 1, 2010. We would also like to give the authority to Mayor Karen F. Dunigan to sign this contract with the County of Jackson.

Attachment

KMH:sw

**CITY OF JACKSON
JOB DESCRIPTION**

**SUPERINTENDENT OF ELLA SHARP PARK, ELLA SHARP PARK GOLF COURSE
OPERATION AND CASCADES GOLF OPERATIONS**

Position Summary:

Under the general direction of the Director of Parks, Recreation and Grounds, plans, directs and supervises golf course operations at Ella Sharp Park and Cascades Golf Courses. Will oversee the maintenance operations of Ella Sharp Park and advise to the maintenance operations at the Cascades Golf Course. Works with Parks and Recreation Commission, Sharp Park Board of Trustees, City Council, City Manager and Director of Parks, Recreation and Grounds to develop and implement master plan for Ella Sharp Park, and to attain community goals related to Ella Sharp Park. Oversees the Sharp Park Trust Fund. Ensure staff adherence to quality standards, administrative policies and guidelines, safety and health guidelines, and other work practices necessary for a professional work environment.

Essential Duties:

1. Works with Ella Sharp Park Board of Trustees and Director of Parks, Recreation and Grounds on the master plan for Ella Sharp Park.
2. Promotes, plans, directs and supervises operations at the joint golf courses, miniature golf course and learning centers. Ensures high quality services to the public and enhances the public experience and pride of system.
3. Organizes golf leagues, youth golf programs, golf outings and tournaments.
4. Selects, supervises, trains and evaluates staff. Inspects the work of all maintenance crews.
5. Works with Ella Sharp Park and Cascades Golf Maintenance Supervisors on maintenance practices.
6. Administers safety training programs and monitors safe work practices of staff, including training to specialized equipment and environmental risks.
7. Prepares and manages annual budget for Ella Sharp Park. Oversees Ella W. Sharp Park Trust Fund, works with Director of Parks and Recreation to prepare and manage Cascades Golf Operations Budget.
8. Approves bills for payment and division expenditures at Ella Sharp Park. Will coordinate with Cascades Administrative Staff for bill payment distribution.
9. Collects, banks and accounts for revenue for Ella Sharp Park golf-related operations. Will coordinate with Cascade Administrative Staff.
10. Review and approves payroll records for full and part-time staff. Will coordinate with Cascades Administrative Staff.
11. Monitors equipment and supply inventories. Supervises equipment and inventory maintenance, including Ella Sharp Park maintenance equipment, vehicles and golf carts. Replaces Ella Sharp Park equipment as appropriate.
12. Maintains records and prepares reports as needed including state sales tax records, minutes for Ella Sharp Board of Trustee meetings, etc.

SUPERINTENDENT OF ELLA SHARP PARK, ELLA SHARP PARK GOLF COURSE OPERATION AND CASCADES GOLF OPERATIONS

13. Coordinates special events in Ella Sharp Park, including walks, weddings, cross country events, pavilion use, family reunions, etc.
14. Meets with the public regarding services and facilities with Ella Sharp Park. Investigates and responds to complaints. Maintains respectful, harmonious relationships with members of the public.
15. Inspects trails, playground equipment, tennis courts, etc.
16. Promotes department resources and facilities through public speaking, written reports, private/public partnerships and volunteer group involvement.
17. Ensures compliance with City ordinances related to Ella Sharp Park.
18. Provides staff support at meetings of Ella Sharp Park Board of Trustees. Coordinates agenda preparation for Board meetings.
19. Oversees the City of Jackson/Summit Township Deer Harvest.
20. Operates motor vehicle in the performance of duties.
21. Performs related duties as required.

The above duties are not to be construed as being a detailed description of all work requirements. Such statements are descriptive and explanatory, but not restrictive, and do not preclude the assignment of other tasks or related kind or character of a lesser skill.

Starting Date – July 1, 2010

For the time period (July 1, 2010 through December 31, 2010), this position will observe, inquire and study the current operation of the Cascades Golf Operation with the intention of implementation beginning January 1, 2011. Currently, both golf facilities are in their demanding operational periods and execution of this transition on July 1st date would not be advantageous due to pre-calendar scheduling. Allowing a six (6) month grace period will make this transition straightforward.

INTERGOVERNMENTAL AGREEMENT

This Agreement (the "Agreement") made this ____ day of June, 2010, by and between **The County of Jackson**, a Michigan municipal corporation, of 120 W. Michigan Ave, Jackson, Michigan 49201 (the "County"), and the **City of Jackson**, a Michigan municipal corporation, of 161 W. Michigan Ave., Jackson, Michigan 49201 (the "City").

RECITALS

- A. Pursuant to the *Urban Cooperation Act* and the *Intergovernmental Transfers of Functions and Responsibilities Act*, being Public Act No. 7 and No. 8, respectively, of the Public Acts of 1967, as amended, MCL 125.501 *et seq.*, the parties may make intergovernmental agreements to provide for municipal services including the transfer of functions or responsibilities to one another upon consent of each of the political subdivisions involved; and
- B. The parties desire to enter into the Agreement for the purpose of outlining the terms and conditions under which certain services will be provided to one another.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the parties agree as follows:

- 1. **Services.** The following services and/or transfer of functions and responsibilities shall be provided:
 - a. The Director of the Jackson County Parks (the "Parks Director") shall also assume the role of the Director of the City of Jackson Parks and Recreation Department and shall be responsible for overseeing those areas that have been historically overseen by the Director of each of the respective departments pursuant to job descriptions to be provided by the County.
 - b. The Deputy Director of the City of Jackson Parks and Recreation Department (the "Deputy Director") shall also assume the role of deputy director of the Jackson County Parks and shall be responsible for assisting the Parks Director pursuant to a job description to be provided by the City.
 - c. The Golf Professional for the City of Jackson (the "Golf Professional") shall also assume the role of the golf professional for the County. The Golf Professional shall be responsible for overseeing the operation of

the golf courses, including miniature golf, driving ranges, and golf learning centers currently operated by the City and the County pursuant to a job description to be provided by the City.

2. **Costs.** All of the costs, including, but not limited to, compensation, federal and state payroll taxes, retirement plan contributions, health insurance, worker's compensation insurance, unemployment taxes, vehicles, communications systems and equipment, and other general expenses associated with each of the positions (the "Costs") shall be paid as follows:
 - a. The Costs for the services of the Golf Professional and the Deputy Director shall be borne solely by the City and they each shall continue to be an employee of the City.
 - b. The Costs for the services of the Parks Director shall be borne solely by the County and he or she shall continue to be an employee of the County.
3. **Property and Equipment.** Unless otherwise agreed in writing by the City and the County, all property, equipment and other assets used in conjunction with the performance of the services provided in the Agreement shall continue to be owned by the party that owned such property and equipment immediately prior to the Effective Date of the Agreement and upon termination of the Agreement, neither party shall have any claim to the property, equipment or other assets owned by the other.
4. **Effective Date.** The effective date of the Agreement shall be July 1, 2010 unless otherwise mutually agreed by the parties in writing (the "Effective Date").
5. **Term of the Agreement.** The term of the Agreement shall commence on the Effective Date and shall continue for twenty four (24) months thereafter, unless sooner terminated as hereinafter provided.
6. **Conditions Precedent.** The validity of the Agreement shall be conditioned upon the following:
 - a. The Agreement being approved by concurrent resolution of the governing body of the County and the City prior to the Effective Date.
 - b. The terms and conditions of the Agreement being entered in the respective minutes of the governing bodies for the meeting approving the Agreement.
 - c. A fully executed copy of the Agreement is filed with the Secretary of State for the State of Michigan, the County Clerk and the City Clerk prior to the Effective Date.
7. **Termination of Agreement.** Anything contained herein to the contrary notwithstanding, the Agreement may be terminated by either party, for any reason, upon sixty (60) days written notice to the other party following formal

action of the governing body of the terminating party authorizing the termination of the Agreement. Upon termination of the Agreement, the terms and conditions of the Agreement shall be null and void with the exception of the indemnification provisions of paragraph 8 which shall survive the termination of the Agreement. Upon termination of the Agreement by other than the expiration of the twenty four month term, written notice of the termination shall be provided to the County Clerk and the City Clerk.

8. **Indemnification.** To the extent not otherwise prohibited by law, each party shall hold the other party (including for purposes of this paragraph, their officers and employees) harmless, indemnify them for, and defend them (with legal counsel reasonably acceptable to them) against any cause of action, claim, damage, accident, injury or liability that may arise as a result of the transfer of services, functions or responsibilities as contemplated in the Agreement. This indemnification shall be in addition to any insurance coverage required in paragraph 7 above.
9. **Remedies.** The parties reserve all rights to pursue any matter that may be subject to dispute by the parties in any court of competent jurisdiction or by other available legal means.
10. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
11. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.
12. **Notices.** Any written notice required or permitted in the Agreement shall be given by first class mail addressed to County Administrator, on behalf of the County, and the City Manager, on behalf of the City, at the address of that party first written above.
13. **Governmental Immunity.** Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
14. **No Creation of Legal Entity.** The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.
15. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or the City in conjunction with the services, functions or responsibilities contemplated in the Agreement shall

be retained by the party receiving the grant free of any claim by the other party.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

THE COUNTY OF JACKSON

By: _____

Its: _____

THE CITY OF JACKSON

By: _____

Its: _____

Prepared By:

Philip J. Curtis, Esq.
Curtis & Curtis, P.C.
120 W. Michigan Ave., Suite 1500
P.O. Box 766
Jackson, MI 49204-0766
517 787-9481
517 787-5622 (Facsimile)
pjcurtis@curtiscurtislaw.com

RESOLUTION (06-10.21)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF JACKSON AND THE CITY OF JACKSON
FOR THE PURPOSE OF
SHARING RESOURCES FOR CITY AND COUNTY PARKS**

WHEREAS, The County of Jackson desires to enter into an intergovernmental agreement with the City of Jackson (the "Intergovernmental Agreement") for the purpose of providing certain municipal services to both the County of Jackson and the City of Jackson; and

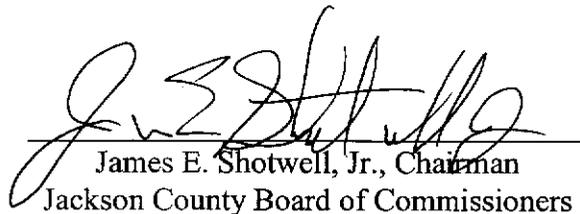
WHEREAS, the Intergovernmental Agreement shall authorize the transfer of certain functions and/or responsibilities to one another, to-wit: (1) the County of Jackson Parks Director shall also assume the role of the City of Jackson Parks and Recreation Department Director; (2) the City of Jackson Parks and Recreation Department Deputy Director shall also assume the role of the County of Jackson Deputy Parks Director; and (3) the City of Jackson Golf Professional shall also assume the role of the County of Jackson Golf Professional; and

WHEREAS, pursuant to the *Urban Cooperation Act* and the *Intergovernmental Transfers of Functions and Responsibilities Act*, being Public Act No. 7 and No. 8, respectively, of the Public Acts of 1967, as amended, MCL 125.501 *et seq.*, the County of Jackson is authorized to enter into intergovernmental agreements to provide municipal services including the transfer of functions and/or responsibilities to one another upon consent of each of the governmental entities involved.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners hereby authorizes the County of Jackson to enter into the Intergovernmental Agreement with the City of Jackson, according to its terms and conditions, a copy of which is attached to this resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that either Randall W. Treacher, the County of Jackson Administrator/Controller, or Adam J. Brown, the Deputy Administrator, is authorized to execute the Intergovernmental Agreement on behalf of the County of Jackson.

BE IT FURTHER RESOLVED, that a copy of the fully executed Intergovernmental Agreement shall be filed in the Office of the Jackson County Clerk and in the Office of the Secretary of State for the State of Michigan prior to the effective date of the Intergovernmental Agreement.


James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners

June 15, 2010



City Clerk

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4025 — Facsimile: (517) 788-4651

June 11, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Angela Arnold, Deputy City Clerk 

RE: JackTown Music Festival

Sponsors of the JackTown Music Festival will be hosting a music festival at the Jackson County Fairgrounds on Saturday, July 3rd, and would like to incorporate a fireworks display (tentative) at the finale of the concert.

Section 18-183 of the Jackson City Ordinance states "No person shall fire, discharge, display or possess any of the following:

- (1) Firecrackers, torpedoes, skyrockets, Roman candles, bottle rockets, whistling chasers, rockets on sticks or other fireworks of like construction containing more than .25 grain of explosive mixture.
- (2) Fireworks containing an explosive or flammable compound or a tablet or other device commonly used and sold as fireworks containing nitrates, fulminates, chlorates, oxalates, sulphides of lead, berium, antimony, arsenic, mercury, nitroglycerine, phosphorous, or a compound containing these or other modern explosives."

In order to provide the fireworks show at the concert, the sponsors are seeking a waiver of Section 18-183 for this event.

In addition, the Jackson County Fairgrounds require police presence at this event. The sponsors have been informed that the City will be charging them for this service.

Recommended approvals have been received from the Police and Fire Departments. Proper insurance coverage has been received from JackTown Music Festival and Wolverine Fireworks.

Please consider this request at the June 22 City Council meeting.

Attachment

C: Warren D. Renando, Interim City Manager
Chief Matthew Heins, Police Dept.
Chief Michael Beyerstedt, Fire Dept.
Julius Giglio, City Attorney

RECEIVED
CITY of JACKSON
JUN 09 2010
CLERK'S OFFICE

BY _____

Daniel M. Bamm
10880 Resort Rd.
Pleasant Lk., MI. 49272

City Clerks Office
161 W. Michigan Ave.

Mayor and city council members:

My partner Jonathan Sayles and I are requesting that you waive the city ordinance (sec.18-183) which does not allow the use of class A fireworks with the city limits of Jackson Michigan. If our budget allows, we would like to incorporate a fourth of July fireworks display at the Jackson County Fairgrounds on July 3, 2010 as a finale to the Jacktown Music Fest featuring Grammy nominated Great White from California. Great White has sold over 10 million records and have contracted to play at our show for 90 minutes and are scheduled to perform starting at 9:30 pm on the 3rd of July. We will be opening at 4pm that day and will be presenting performances by 5 other bands as well. These are all local performers which supports what we are trying to accomplish, which is giving local artists a chance to gain recognition by opening for a national recording artist. This year we have chosen a rock and roll format, next year if successful we intend to highlight local country acts in support of a nationally known country artist.

The fireworks specialist is the same organization which contracts the display at the Cascades Falls show. Wolverine Fireworks are insured for 5 million dollars with Combined Specialists Inc., based in Southern California.

We are at this time trying to arrange the funds within our budget to present such a fireworks display in order to cap off a enjoyable day of music and to commensurate with this marvelous national holiday. We would be very grateful if we could secure your approval for our summer event!

In addition, we also seek assistance from the City Police Department in the form of police officers within the fairgrounds. We are acknowledging that we have been informed that the cost of the police officers would be at our expense.

Sincerely,



Daniel M. Bamm
(517) 474-0527
Bammdaniel@yahoo.com

@: Police, Fire, Atty, CM



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

Date Received By Clerk's Office: 5/18/10 Time: 1:45 pm By: JG

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: DANIEZ M. BANN

Organization Address: 10880 Resort Rd. Pleasant Lk. MI. 49272

Organization Agent: DANIEZ M. Bann Title: Promoter

Phone: Work 1 (517) 474-0527 Home _____ During event _____

Agent's Address: "

Agent's E-Mail Address: "

Event Name: JACKTOWN Music Festival with fireworks

Please give a brief description of the proposed special event: Concert at Jackson County Fairgrounds featuring grammy nominated Capital recording Artists "Great White" 25th Anniversary Tour

Event Day(s) & Date(s): July 3, 2010 Event Time(s): 5pm - 11pm

Set-Up Date & Time: July 2, 2010 Tear-Down Date & Time: Same day (after show)

Event Location: Jackson County Fair grounds

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

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

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

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

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

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

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. *Great White & Local Band*

ATTENDANCE: What is the expected (estimated) attendance for this event? 750 - 1500

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.)
Just Regular basic police presence

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:
We are insured for 1 million dollars for the 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 or I am requesting that City Council waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.
 All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.
 The approval of this special event may include additional requirements or limitations, based on the City's review of this application.
 Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.
 As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

5/18/2010
 Date

David M. Cannon
 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

CITY OF JACKSON
SPECIAL EVENT APPLICATION – Page 3
City Clerk's Office * 161 W. Michigan Avenue * Jackson, MI 49201
(517) 788-4025

Event Title: JackTown Music Festival – July 3, 2010

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's office, as soon as possible.

Approvals noted below by departments, indicate they have been made aware of the request and the responsibility of their department has been met.

Police Dept: <u>C. Simpson/J Carter</u>	Recommend Approval: <u>YES</u> NO	Est. Economic Impact: \$ <u>\$1,050.</u>
Fire Dept.: <u>M. Beyerstedt</u>	Recommend Approval: <u>YES</u> NO	Est. Economic Impact: \$ <u>-0-</u>
Traffic Eng.: <u>N/A</u>	Recommend Approval: YES NO	Est. Economic Impact: \$ <u>-0-</u>
Public Serv. Dept.: <u>N/A</u>	Recommend Approval: YES NO	Est. Economic Impact: \$ <u>-0-</u>
Parks/Forestry: <u>N/Ar</u>	Recommend Approval: YES NO	Est. Economic Impact: \$ <u>-0-</u>
DDA: <u>N/A</u>	Recommend Approval: YES NO	Est. Economic Impact: \$ <u>-0-</u>

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions:

Insurance/Indemnification Received: 06/11/2010 Insurance Approved: _____

City Council Approved: _____ Denied: _____ Approval/Denial Mailed: _____

Julius A. Giglio
City Attorney

Susan G. Murphy
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

MEMORANDUM
June 15, 2010

TO: Honorable Mayor and City Council
FROM: Julius A. Giglio, City Attorney
RE: Proposed Insurance Renewal

Attached please find Proposal from the Michigan Municipal League Liability and Property Pool (MML Pool) for insurance renewal for fiscal year 2010/2011. As indicated in the Executive Overview, the City has been a Pool member since July 1, 1985. The annual premium for the upcoming fiscal year is \$436,175.00. This annual premium is approximately \$18,000.00 less than last year.

The MML Pool Proposal reduces our liability deductible from \$5,000.00 to \$2,500.00. After speaking with the City Manager, Chief of Police, and Finance Director, I asked our MML Pool Account Executive, John Thomas, to quote a premium with a \$2,500.00 deductible. It was the consensus of City Staff that we reduce our liability deductible. However, if Council wishes to maintain a \$5,000.00 liability deductible we may do so. A \$5,000.00 deductible will result in a reduction of about \$12,000.00 from the premium. However, it is my recommendation that we opt for the \$2,500.00 liability deductible. All other deductibles in the policy remain unchanged from last year. A summary for limits of liability and deductibles is contained in the Executive Overview.

The requisite action is to accept the MML Pool proposal, and authorize payment of the premium invoice of \$436,175.00.

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

JAG/dr
Enc.

cc Warren Renando, Interim City Manager
Matthew Heins, Chief of Police
Phil Hones, Finance Director



michigan municipal league

Liability & Property Pool

Proposal

for

the

City of Jackson

Presented By:

John Thomas

Meadowbrook® Insurance Group, Service Provider

P.O. Box 125
Ithaca, MI 48847

989-875-6464, or
800-893-0554

June 10, 2010

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REFERENCES - YOUR PEERS ARE MEMBERS	ERROR! BOOKMARK NOT DEFINED.

This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook Insurance Group. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The **City of Jackson** has been a Pool member since **July 1, 1985**.

The League administrative staff and the dedicated Pool staff at Meadowbrook Insurance Group are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Jackson** for an annual premium of **\$436,175**.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

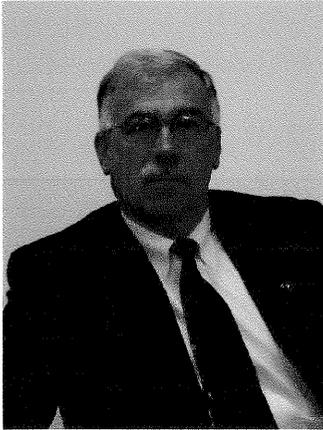
What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

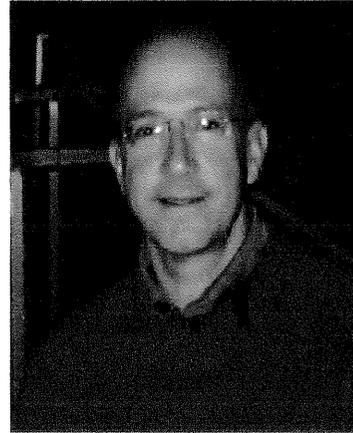
- | | |
|--------------------------------|------------------------------------|
| ✓ 400 Public Entity Members | ✓ 197 Law Enforcement Agencies |
| ✓ 17,685 Employees | ✓ 22 Electric Utilities |
| ✓ 2,550 Elected Officials | ✓ 26 Municipal Marinas |
| ✓ 110 Fire Departments | ✓ 4,340 Miles of Streets/Roads |
| ✓ 7,200 Vehicles | ✓ \$3.1 Billion of Property Values |
| ✓ 200 Water Service Operations | ✓ 175 Sewer Operations |

Your Team of Experts



John Thomas

Account Executive
989-875-6464



Michael J. Forster
Pool Administrator
(734) 669-6343



Ellen Skender
248-204-8582



Joan Opett
248-204-8579

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

Your Municipality has . . .

- ✓ \$19,946,284 Annual Payroll
- ✓ \$165,199,066 of total values for real and personal property
- ✓ 81 Law enforcement officers
- ✓ 191 Vehicles
- ✓ 7 Fire Vehicles with agreed values

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits please contact your Account Executive for pricing.

City of Jackson

Coverage and Cost Summary

Effective 7/1/2010 - 7/1/2011

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$2,500
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$2,500
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$5,000,000	N/A	\$2,500
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$2,500
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$2,500
Fire Legal Liability	\$100,000	N/A	N/A
Dam Liability	No Coverage	N/A	N/A
Marina Operator's Liability	No Coverage	N/A	N/A
Per Vessel:			
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$0
# Vehicles	Comp	Coll	
173	\$1,000	\$1,000	
18	NO COV	NO COV	
Agreed Amount, if applicable 7 Vehicles for a total of \$1,630,487			

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$5,000,000 regardless of the number of coverages involved in the occurrence.

Property - Blanket Basis	\$165,199,066	N/A	\$2,500
Property - Limited Replacement Cost, if applicable	\$0	N/A	\$0
Earthquake	\$2,000,000	\$2,000,000	\$5,000
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Personal Effects and Property of Others	\$500	\$2,500	\$1,000
Extra Expense	\$100,000	N/A	\$0
Valuable Papers	\$100,000	N/A	\$1,000
Loss of Rents	\$100,000	N/A	\$0
Loss of Income	\$100,000	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$1,000
Demolition/Increased Cost of Construction	\$100,000	N/A	\$1,000
Boiler and Machinery	Included	N/A	\$2,500
Expediting Expense	\$100,000	N/A	\$1,000
Fine Arts	\$100,000	N/A	\$1,000
Ornamental Trees, Shrubs, Plants or Lawns	\$5,000	\$10,000	\$1,000
Computer Equipment and Media	\$2,216,628	N/A	\$1,000
Cameras	\$28,270	N/A	\$1,000
Contractors Equipment	\$4,354,155	N/A	\$1,000
Golf Equipment	\$204,000	N/A	\$1,000
Miscellaneous Equipment	\$57,622	N/A	\$1,000
Police Equipment	\$266,102	N/A	\$1,000
Radio Equipment	\$830,585	N/A	\$1,000
Voting Equipment	\$349,669	N/A	\$1,000
Water Department Equipment	\$7,658	N/A	\$1,000
Comprehensive Crime Coverage			

City of Jackson Coverage and Cost Summary

Effective 7/1/2010 - 7/1/2011

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A
Bond #: B Clerk	\$100,000	N/A	N/A
Bond #: C Purchasing Director	\$100,000	N/A	N/A
Bond #: D DDA Director	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$436,175.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- | | | |
|--------------------------------------------------------------------------------------------------|---|--------------------------------------------------|
| ✓ Liability resulting from mutual aid agreements | ✓ | Athletic participation liability |
| ✓ Premises medical payments | ✓ | Employee benefit liability |
| ✓ Host liquor liability | ✓ | Cemetery operations coverage |
| ✓ Fire legal liability for real property | ✓ | Pollution coverage for Hazardous Response Teams |
| ✓ Watercraft liability, owned less than 26' and non-owned less than 50' | ✓ | Marina Operators coverage available |
| ✓ Ambulance and EMT malpractice | ✓ | Up to \$10 million in liability limits available |
| ✓ Special events excluding •Fireworks
•Liquor Liability
•Mechanical Amusement Rides | ✓ | |

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- | | |
|----------------------------------------------------------------------------------------------------------------|-------------------------------|
| ✓ Pollution (except for Hazmat operations). | ✓ Contractual Liability |
| ✓ Nuclear energy / nuclear material hazards | ✓ Failure to supply utilities |
| ✓ Aircraft Liability | ✓ Expected or intended injury |
| ✓ Breach of contract | ✓ Electromagnetic radiation |
| ✓ Failure of dams | |
| ✓ Backup of Sewers and Drains (exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability) | |
| ✓ Criminal activity / Intentional acts with knowledge of wrongdoing | |
| ✓ Medical malpractice for doctors and physicians | |

Public Officials Liability Coverage

"Wrongful Acts", including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Up to \$500,000 limits available
- ✓ Peak Season, Obligee, Official Bond and Oath, Position Fidelity Bond endorsements available

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control engineers
- ✓ Training video library available to members
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Member Education

- ✓ Land use litigation awareness programs
- ✓ Sidewalk liability reduction programs
- ✓ Sexual harassment awareness training
- ✓ Hiring and employment practices
- ✓ Confined spaces entry training
- ✓ Barricading safety training
- ✓ Blood borne pathogens
- ✓ Liability issues for fire and EMS
- ✓ Occupational health concerns
- ✓ Back injury prevention

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online include:

- ✓ Publications, including Risk Management Newsletter
- ✓ Loss Control Tools, including: Tip Sheets (PERC\$) & Law Enforcement Newsletter
- ✓ MML Pool Financial Statements
- ✓ Board of Director action items
- ✓ General Policies
- ✓ Coverage Document
- ✓ Frequently Asked Questions
- ✓ Staff and Director Profiles

In order to access the *Members Only* section of the Pool website, you need a Password and User ID, which you can get by calling Jennifer Orr (MML staff) at (734) 669-6341

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

Your Peers are Members

"Thank you for the time that you spent helping Grand Rapids Township with insurance issues in the past several years. It has been so easy to work with you and the other offices of the League. I look forward to working with you again. Thanks."

**Janice K. Hulbert, Clerk
Grand Rapids Charter Township
October 4, 2006**

"I enjoy the relationship I have with you and the individuals that serve us and appreciate the education in risk management that you all continue to offer. I am a better manager with the MML Liability & Property Pool as part of my team..."

**Denise M. Parisian, Village Manager
Village of Dimondale
February 15, 2007**

"...We have been a member of both programs (the Liability & Property Pool and the Workers' Compensation Fund) for a number of years and have always enjoyed excellent services and coverage.

Because of the poor economic conditions, we felt that it was necessary to at least look at alternative insurance products. After careful review, I found that the Pool and Fund products were superior, many times exceeding coverage provided by other traditional carriers. It would be easy to decide to be insured with a lower cost alternative. However, in the end, the cost of claims handling and uninsured coverage would far exceed any short-term savings.

...we have always received very quality services."

**Kevin M. Welch, City Manager
City of Tecumseh
February 5, 2008**

"On behalf of the City of Ionia, I would like to thank you and the Pool for continuing to provide the City, and all Pool members, with quality insurance and risk management services. The City continues to be a proud member and subscriber of the Pool's services and programs.

During the course of my municipal career I have had the opportunity to be exposed to a full range of the services that the Pool offers. I have also been involved in major losses and found that the Pool was prompt and fair in responding to the community's needs.

... Again, thank you for the quality services that you and the Pool provide."

**Jason Eppler, City Manager
City of Ionia
February 12, 2007**



Police Department

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

June 15, 2010

TO: Warren D. Renando
City Manager

FROM: John Holda
Deputy Chief

SUBJECT: Boiler Replacement

The Police Department is seeking authorization from the City Council to replace our hot water boiler heating system. Our current boiler system is over fifty years old and near the end of its life.

The Police Department applied for and received an American Recovery and Reinvestment Act—Energy Efficiency and Conservation Multipurpose Block Grant to fund this project. The City of Jackson formal bid process showed Aladdin Electric, of Jackson, to be the lowest bidder at \$47,933.

Please place this request on the City Council agenda for June 22, 2010. I or a representative will be present to answer any questions.



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

Date: June 10, 2010
To: Warren D. Renando, Interim City Manager
From: Jon H. Dowling, P.E., City Engineer
RE: Contract Award Request
2010 Local Street American Recovery and Reinvestment Act (ARRA) Repaving

On June 10, 2010, bids were opened in the Purchasing Department for the 2010 Local Street ARRA Repaving contract. This contract is for the 0.62 miles of pavement removal, HMA repaving, and sidewalk ramp upgrades on Mason Street from Jackson to Mechanic, State Street from Pearl to Ganson, and Wesley Street from Jackson to Blackstone. The engineer's estimate for the work was \$484,964. Bids were received as follows:

Bailey Excavating, Jackson, MI	\$445,376.92*
Michigan Paving & Materials, Jackson MI	\$485,729.25
TCI Inc. of Michigan, Eaton Rapids, MI	\$486,350.28*
Rieth-Riley Construction Co., Mason, MI	\$566,419.46

*Denotes a corrected bid total

In concurrence with the Purchasing Agent, it is the recommendation of the Department of Engineering that the contract be awarded to Bailey Excavating at their low bid of \$445,376.92. This project will be paid from Local Street and CDBG funds. With your concurrence, I request that this award be submitted to City Council for their approval and that the Mayor and the City Clerk be authorized to sign the contract documents.

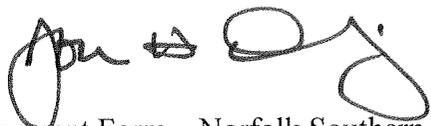
If you have any questions please do not hesitate to contact me.

JHD:sms

C: Troy White, P.E., Civil Engineer II
Lynn Fessel, Purchasing Agent
Shelly Allard, Purchasing Coordinator
Lucy Schultz, Accounting Manager



June 15, 2010

TO: Warren D. Renando, Interim City Manager
FROM: Jon H. Dowling, P.E., City Engineer 
RE: Request for Approval of Acknowledgement Form – Norfolk Southern Railroad
City Application for Pipe Occupancy – North Street Watermain Project

As part of the North Street reconstruction scheduled for next year, watermain will be replaced from Blackstone Street to Cooper Street. This requires new pipe to be installed under the Norfolk Southern Railroad.

The Department of Engineering sent an application for pipe occupancy under the railroad. Upon their review, they have sent the Acknowledgement Form for Wire and/or Pipe Occupation which requires the signature of the Mayor and City Clerk. The City Attorney has reviewed the form, and recognizes that the form favors the railroad, but that the City is not able to negotiate changes with their document. Also, as part of the project cost, the Department is paying Norfolk Southern and their consultant \$3,100.00 to cover administrative, engineering, insurance and agreement fees.

With your concurrence, the Department of Engineering is requesting City Council approval of the Acknowledgement Form and authorization for the Mayor and City Clerk to sign the form.

If you have any questions please contact me.

JHD:sms

Attachment

NORFOLK SOUTHERN RAILWAY COMPANY

ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY.

APPLICANT: City of Jackson, Department of Engineering
161 West Michigan Avenue
Jackson, Michigan 49201

SUBJECT: Jackson, Jackson County, Michigan
Milepost LZ-1.04, Lansing Secondary, Dearborn Division

Norfolk Southern Activity No. 1148188

Proposed installation of a 8-inch ductile iron water pipe in a 16-inch steel pipe within the limits of West North Street (US AAR/DOT Crossing # 535 955 H)

In response to Applicant's submittal dated April 13, 2010 regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawing 1 of 2 and 2 of 2, dated April 6, 2010, special open cut conditions and Pipe Data Sheet, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the Applicant.
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- INSURANCE:
 - 1) General Liability Insurance
Prior to the start of work, Applicant or its contractor must furnish a certificate of insurance stating that **general liability insurance** with a combined single limit of not less than \$1,000,000 for each occurrence is maintained. This certificate should name Norfolk Southern Railway Company as an additional insured.
 - 2) Railroad Protective Liability Insurance
Applicant or its contractor shall pay Norfolk Southern Railway Company a Risk Financing Fee of \$1,000.00 for the addition of the subject project to Railway's Master RR Protective Liability Insurance Policy.
Prior to any entry upon the premises at the subject location or other Railway property occurring after the initial installation of the Facilities, unless Railway elects to make available and Applicant pays the then current Risk Financing Fee for each affected installation, Applicant, or its contractor, shall at its sole expense procure and maintain during such entry a policy of Railroad Protective Liability Insurance naming Norfolk Southern Railway Company as a named insured and having combined single limits of not less than \$2,000,000 for each occurrence and \$6,000,000 in the aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 07 98 and Pollution Exclusion Amendment Form CG 28 31 07 98.



- 3) Certificate for General Liability Insurance and the original policy for Railroad Protective Liability Insurance should be furnished to:

Director – Risk Management
Norfolk Southern Corporation
Three Commercial Place, Norfolk, VA 23510
Telephone: (757) 629-2364
Fax: (757) 629-2361

- Prior to the start of work, to arrange for protection and inspection, Applicant is required to give at least 72 hours advance notice to the representatives at Railway's Division Office.
- If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the Applicant's Facilities to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railway for the protection of its train traffic and the protection of the property owned or in possession or control of Railway, or its employees, patrons, or licensees, Railway shall have the right to do so and Applicant agrees to bear full cost and expense thereof and to promptly reimburse Railway upon demand.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- In the event of any revision, renewal, addition, removal or alteration of said facilities, prior approval of the Railway must be secured. Applicant must also furnish Railroad Protective Liability Insurance for this work.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.
- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.
- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefore, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Applicant: City of Jackson, Department of Engineering
161 West Michigan Avenue
Jackson, Michigan 49201

Either party may, by notice in writing, direct that future notices or demands be sent to a different address.
All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

NORFOLK SOUTHERN RAILWAY COMPANY

Real Estate Manager

DATE _____

CITY OF JACKSON

Title **MAYOR**

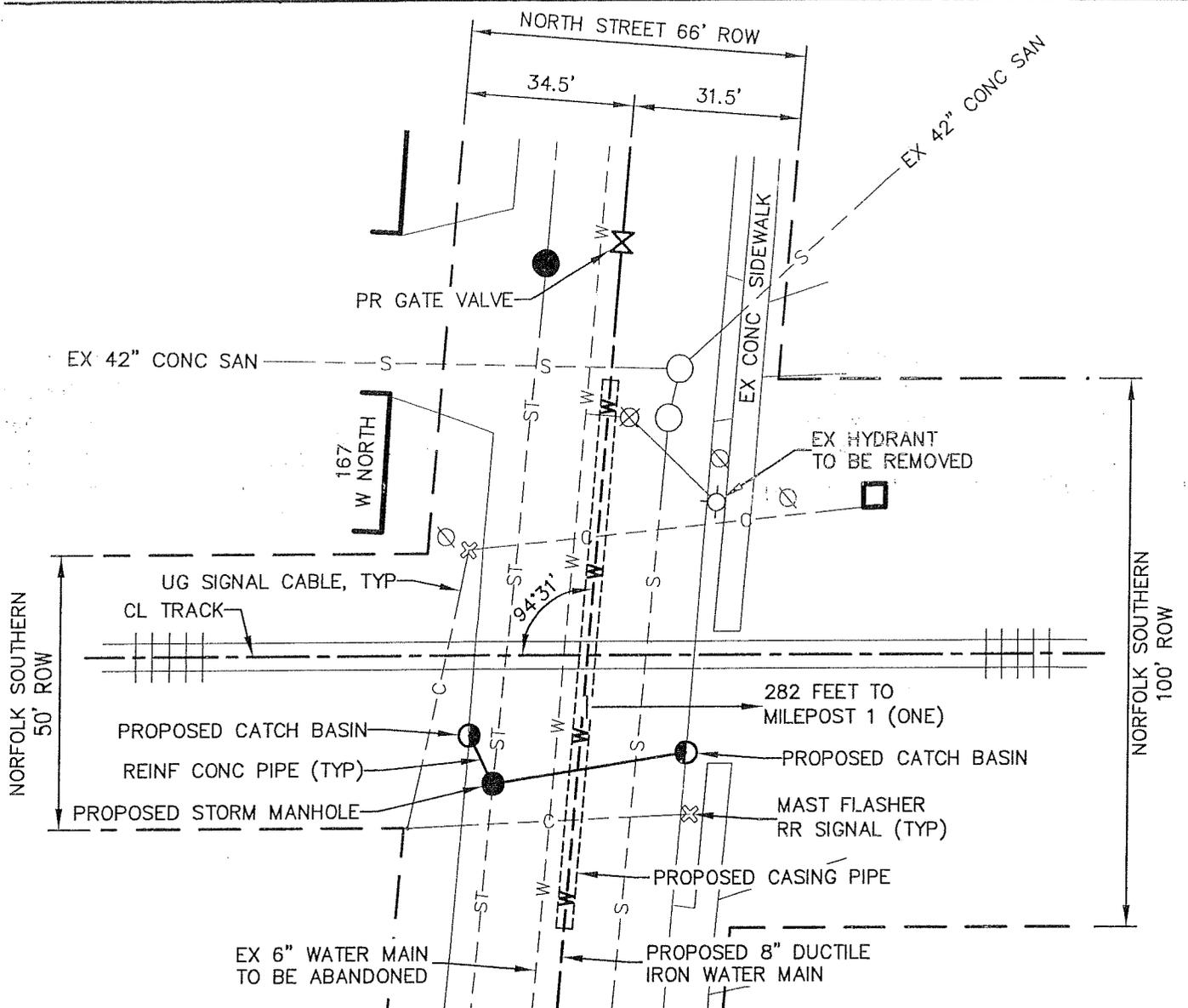
DATE _____

JSM: May 24, 2010
Activity Number 1148188
File No. 562690v1

Title: **CITY CLERK**

DATE _____

7



NOTES:

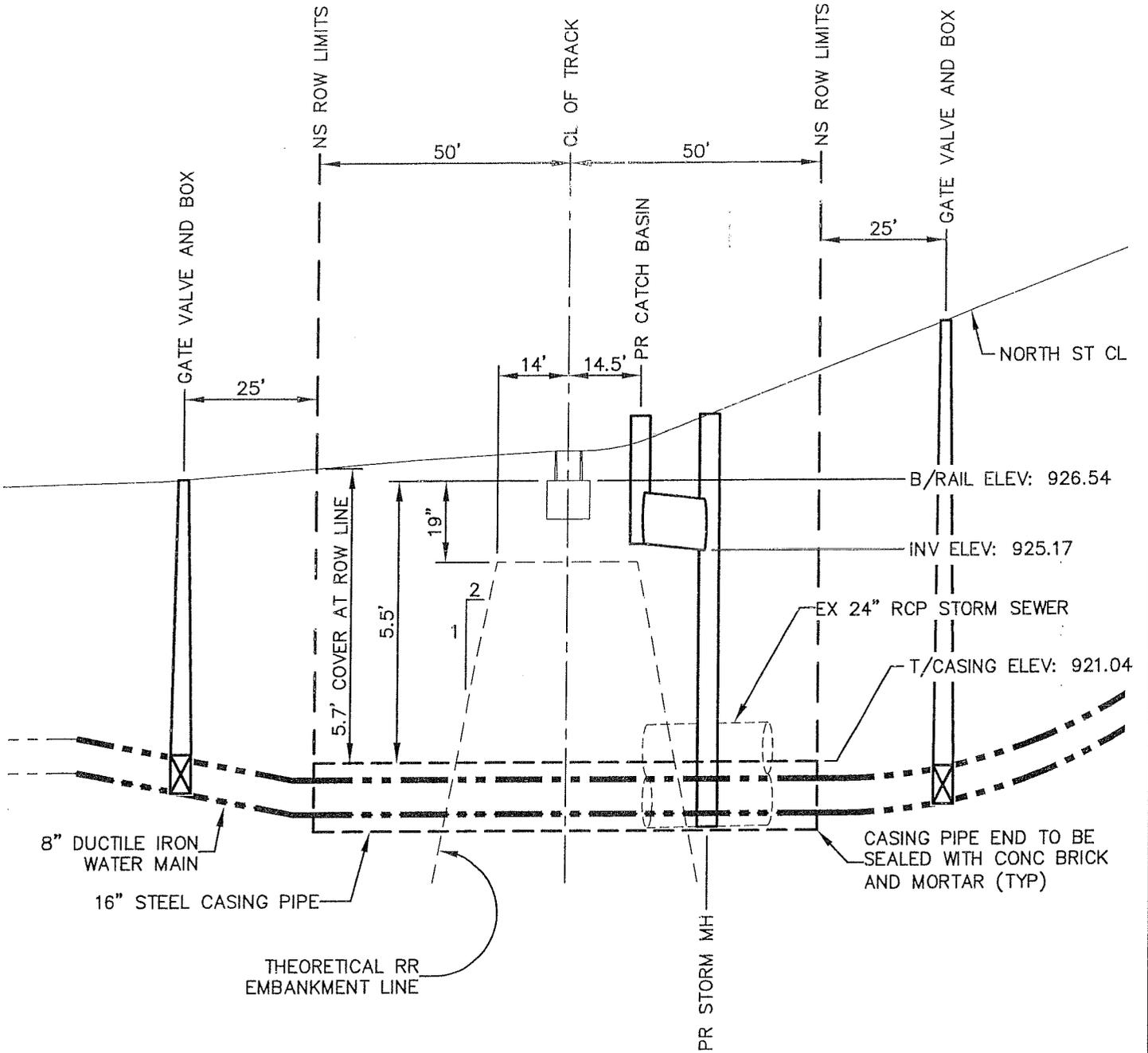
1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
3. BLASTING NOT PERMITTED.

12A
1
DH Sub 1
Jackson, MI
Michigan Central
Railroad Company

	SCALE:	1" = 30'	<h2 style="margin: 0;">ATTACHMENT A, PAGE 1 OF 2</h2> <h3 style="margin: 0;">PLAN VIEW</h3> <h2 style="margin: 0;">NORTH STREET CROSSING 535955H</h2> <h3 style="margin: 0;">CITY OF JACKSON, MICHIGAN</h3>
	DATE:	04/06/2010	
	DRAWN BY:	TRW	
	CITY OF JACKSON DEPARTMENT OF ENGINEERING		

12A
1

DH Sub 1
Jackson, MI
Michigan Central
Railroad Company



SCALE: 1"=30'H, 1"=3'V

DATE: 04/06/2010

DRAWN BY: TRW

CITY OF JACKSON
DEPARTMENT OF
ENGINEERING

ATTACHMENT A, PAGE 2 OF 2
PROFILE VIEW
NORTH STREET CROSSING 535955H
CITY OF JACKSON, MICHIGAN



D4 Sub 1

For water main crossing

Revised 3-24-10

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Potable Water	NA
NORMAL OPERATING PRESSURE	70 psi	NA
NOMINAL SIZE OF PIPE	8 inch	16 inch
OUTSIDE DIAMETER	9.05 inches (10.82 at bell)	16 inches
INSIDE DIAMETER	8 inches	15.4 inches
WALL THICKNESS	0.53 inches	0.281 inches
WEIGHT PER FOOT	21.1 lbs	47.22 lbs
MATERIAL	ductile iron	steel
PROCESS OF MANUFACTURE	NA	NA
SPECIFICATION	ANSI/AWWA C151/A21.51	ASTM A53
GRADE OR CLASS	PC 350	E80
TEST PRESSURE	350 psi	NA
TYPE OF JOINT	restrained w/ Field Lok Gasket	welded
TYPE OF COATING	asphaltic	none
DETAILS OF CATHODIC PROTECTION	NA	NA
DETAILS OF SEALS OR PROTECTION AT END OF CASING	NA	conc brick & mortar
METHOD OF INSTALLATION	NA	open cut*
CHARACTER OF SUBSURFACE MATERIAL	NA	sand**
APPROXIMATE GROUND WATER LEVEL	NA	10 feet
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	NA	borings

*Casing pipe to be installed in conjunction and coordination with the rebuild of the rail crossing during the project to reconstruct North Street.

**to be backfilled with MDOT Class II granular material



NORFOLK SOUTHERN

7

EXHIBIT C

OPEN CUT PIPE CONSTRUCTION

SPECIAL CONDITIONS

1. Open cut construction requires the track to be out of service for rail operations. The date and duration to place the track out of service for rail operations must be reviewed and approved by the Railway's Division Engineer or designated construction representative.
2. A minimum of two week advance notice to the Railway's Division Engineer will be required to schedule construction.
3. Construction shall not interfere with rail delivery to the Railway's customers.
4. Unless otherwise agreed upon by the Railway's Division Engineer, all work involving rail, ties and other track material shall be performed by Railway employees at the sole expense of City of Jackson.
5. The trench shall be backfilled in accordance with the Railway's NSCE-8 Specifications for Pipeline Occupancy dated May 16, 2001, Section 5.1.2.
6. In the event the Railway's Division Engineer directs the Licensee to use a Contractor to remove and replace track, the contractor must be approved by the Railway's Division Engineer for railroad construction. The Railway's track must be restored to the Railway's standard for the class of track. The Railway shall inspect the track before the railroad is returned to service for rail operations. The Licensee's contractor shall immediately correct all deficiencies noted at the sole cost of the Licensee or the Licensee's contractor.
7. In the event the Railway provides materials for use by Licensee's contractor, the Licensee shall reimburse the Railway for the cost of the materials.





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

June 14, 2010

TO: Warren D. Renando, Interim City Manager
FROM: Jon H. Dowling, P.E., City Engineer
RE: Request to Approve Revocable License – 2002 Parkwood Way

The Department of Engineering has received a Revocable License request from Joanna Perkin, a City resident at 2002 Parkwood Way, for construction of two masonry posts and a stone wall upon the City's right-of-way.

The normal process for approval of Revocable Licenses for items in the right-of-way, other than signs, requires a 30-day waiting period. Ms. Perkin has requested that approval be expedited. The Department of Engineering has reviewed the design and has received the appropriate insurance and licensing fee from Ms. Perkin. The City Attorney has reviewed and approved the Revocable License for the construction.

With your concurrence, the Department of Engineering requests that the attached Revocable License be presented to the City Council for the immediate approval, and that the Mayor and City Clerk be allowed to execute the Revocable License on behalf of the City. If you have any questions, please contact me.

Cc: Julius Giglio, City Attorney
Lynn Fessel, City Clerk
Randall T. McMunn, P.E., Assistant City Engineer

JHD:sms

Attachments

REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to Joanna Perkin, a citizen and property owner at 2002 Parkwood Way, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's Parkwood Way Street right-of-way adjacent to Licensee's property described on Exhibit A, commonly known as 2002 Parkwood Way, Jackson, Michigan. The design, configuration and location of said structures are more precisely described as:

1. Build two (2) masonry posts adjacent to the curb and on each side of the drive approach, posts to be approximately five (5) feet high and two (2) feet square; and

2. Build a stone wall from the back of the curb to the street right-of-way limit, in line with the Licensee's north property line; said wall to be less than two (2) feet high;

to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars (\$25.00).

2. Licensee agrees that in the design, construction, installation and maintenance of the structures, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structures.

3. The design, configuration, location and specifications for installation of the structures shall be approved by the City of Jackson City Engineer in advance of installation of the structures, and, upon installation of the structures, shall not be altered without the express written consent of the City Engineer.

4. Licensee agrees to keep the structures in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structures or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's street right-of-way.

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Homeowners Liability Insurance, acceptable to Licensor, with a minimum general liability limit of \$500,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured premises, including the structures as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insured's, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structures and all materials, improvements, structures, or appurtenances pertaining thereto.

9. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structures and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

11. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the structures, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

12. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

13. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the _____ day of _____, _____.

LICENSOR:
CITY OF JACKSON, a
Michigan municipal corporation

By _____
Karen F. Dunigan, Mayor

By _____
Lynn Fessel, City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, _____, by Karen F. Dunigan 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 Comm. Exp.: _____

Acknowledged and Agreed
LICENSEE:

By _____

Print or Type Name
Its: _____

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this ____ day of _____, _____, by _____, the _____ of _____, on behalf of the sole proprietorship/partnership/corporation/limited liability company.

Notary Public
Jackson County, Michigan
My Comm. Exp.: _____

Drafted by:
Julius A. Giglio (P32022)
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050

When recorded return to:
City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201

Exhibit A

LEGAL DESCRIPTION

LAND OWNED & USED AS ONE PARCEL & DESC AS COM AT NW COR OF LOT 425 ESSEX HEIGHTS NO 4 TH SELY 122.22 FT ALG LN COMMON TO LOTS 424 & 425 TO NWLY LN OF PARKWOOD WAY TH NELY 93.50 FT ALG NWLY LN OF PARKWOOD WAY TH NWLY 61.70 FT TO A PT ON N LN OF LOT 425 78.95 FT E OF POB TH W 78.95 FT ALG N LN OF LOT 425 TO BEG ALSO COM AT SW COR OF LOT 178 ESSEX HEIGHTS NO 2 TH E 83.45 FT ALG S LN OF LOT 178 TH NWLY 141.50 FT TO PT ON W LN OF LOT 178 115.06 FT N OF POB TH S 115.06 FT ALG W LN OF LOT 178 TO POB ALSO A PIECE OF LAND COM AT A PT ON WLY LN OF PARKWOOD WAY AT COR COMMON TO LOTS 424 & 425 ESSEX HEIGHTS NO 4 TH NLY 122.22 FT ALG LN COMMON TO LOTS 424 & 425 TO E/W 1/4 LN OF SEC 9 TH W 22.07 FT ALG E/W 1/4 LN TH SELY TO POB OF THIS DESC BEING PART OF LOT 424 ESSEX HEIGHTS NO 4 ALSO LOT 177 ESSEX HEIGHTS NO 2



Department of Community Development

161 W. Michigan Avenue • Jackson, MI 49201-1303 •
Facsimile (517) 768-5832

Administrative Services
(517) 788-4060

Building Inspection
(517) 788-4012

Rehabilitation Services & Information
(517) 788-4070

TO: Warren D. Renando, Interim City Manager
DATE: June 14, 2010
FROM: Carol L. Konieczki, Community Development Director
SUBJECT: Award of Rehab Contract at 143 Wall St.

Rehab Specialist Kurt Fritz requested bids through the Purchasing Department for an owner-occupied Community Development Rehabilitation project at 143 Wall St. The Community Development Department has analyzed the bids submitted and arrived at a recommendation on bid award.

Seven contractors attended the mandatory pre-bid walk through with five submitting completed bids. The resulting Bid Tabulations are attached for your review. The lowest acceptable bid is as follows:

Project	Awardable Contractor	Amount
143 Wall St.	Scoby Construction	\$28,600

The homeowner has been prequalified to receive full funding through either a CDBG or HOME rehab loan (\$15,550 Code and \$13,050 Lead). The contractor awarded this project is required to obtain a current installation floater on their general liability insurance policy.

Requested action is for City Council to approve the owner-occupied rehab bid award as outlined above. Please place this item on the June 22, 2010 agenda for consideration.

cc: Shelly Allard, Purchasing Coordinator
Dennis M. Diffenderfer, Rehab Coordinator
Kim VanEvery, Loan Assistant
Michelle Pultz, CD Project Coordinator



Bid Tabulation
for
Housing Rehabilitation
at
143 Wall Street

Scoby Construction	At A Moments Notice	Alpha & Omega Construction Co.	Harrison Builders LLC	Bar Home Improvements
4520 Dey Highway Hudson, MI 49247	209 W. Washington, Suite 182 Jackson, MI 49201	340 Burt Avenue Jackson, MI 49201	916 Homewild Jackson, MI 49201	7515 Napoleon Rd. Jackson, MI 49201

Item #	Description	Code	Rehab Inspector Estimate	Scoby Construction Unit Price	At A Moments Notice Unit Price	Alpha & Omega Construction Co. Unit Price	Harrison Builders LLC Unit Price	Bar Home Improvements Unit Price
1	Strip and Reroof House 15 sq.	C	5,250.00	4,500.00	5,000.00	4,800.00	6,400.00	5,741.00
2	Vinyl Siding	L	5,500.00	5,500.00	5,000.00	6,800.00	4,000.00	7,317.00
3	Vinyl Siding LSWP	L	500.00	400.00	1,000.00	500.00	3,000.00	750.00
4	Soffit System	L	8,900.00	1,200.00	875.00	1,000.00	1,000.00	1,050.00
5	Soffit System LSWP	L	150.00	100.00	125.00	200.00	350.00	270.00
6	Storm Door	C	225.00	175.00	200.00	250.00	250.00	200.00
7	Rescreen 8	C	200.00	150.00	150.00	300.00	200.00	280.00
8	Storm Window Repairs	C	80.00	50.00	100.00	75.00	130.00	100.00
9	3 DH Vinyl Windows	L	750.00	825.00	750.00	725.00	700.00	675.00
10	3 DH Vinyl Windows LSWP	L	150.00	75.00	250.00	95.00	350.00	225.00
11	3 DH Vinyl Windows	L	750.00	825.00	750.00	727.00	700.00	675.00
12	3 DH Vinyl Windows LSWP	L	150.00	75.00	250.00	100.00	350.00	225.00
13	2 Cellar Windows	L	400.00	400.00	400.00	400.00	400.00	400.00
14	2 Cellar Windows LSWP	L	100.00	50.00	100.00	100.00	200.00	100.00
15	2 Window Wells	C	150.00	100.00	170.00	100.00	100.00	160.00
16	Topsoil	C	300.00	600.00	200.00	300.00	300.00	250.00
17	1 Cellar Window	L	200.00	200.00	200.00	200.00	200.00	200.00
18	1 Cellar Window LSWP	L	50.00	25.00	50.00	50.00	100.00	50.00
19	Tuckpoint Chimney	C	100.00	50.00	100.00	225.00	150.00	275.00
20	3 Screens and Frames	C	125.00	200.00	105.00	100.00	150.00	110.00
21	Gutterwork	C	100.00	100.00	120.00	150.00	125.00	105.00
22	1 DH Vinyl Window	L	250.00	275.00	200.00	250.00	250.00	225.00
23	1 DH Vinyl Window LSWP	L	50.00	25.00	25.00	25.00	100.00	75.00
24	Window Closures	C	100.00	150.00	75.00	175.00	100.00	185.00
25	Window Closures LSWP	L	50.00	25.00	25.00	25.00	50.00	50.00
26	Steps and Platform	C	975.00	1,500.00	2,000.00	1,900.00	1,950.00	2,871.00
27	Storm Door	C	225.00	175.00	200.00	225.00	220.00	200.00
28	3 DH Vinyl Windows	L	750.00	825.00	600.00	750.00	700.00	675.00
29	3 DH Vinyl Windows LSWP	L	150.00	75.00	300.00	75.00	350.00	225.00
30	Tuckpoint Foundation	C	100.00	100.00	75.00	25.00	125.00	75.00
31	1 Cellar Window	L	200.00	200.00	200.00	200.00	200.00	200.00
32	1 Cellar Window LSWP	L	50.00	25.00	50.00	50.00	100.00	50.00
33	Steel Door Foyer	C	500.00	500.00	400.00	475.00	375.00	495.00
34	Steel Door Foyer LSWP	L	50.00	50.00	100.00	50.00	200.00	50.00
35	Kitchen Countertops	C	625.00	600.00	450.00	800.00	825.00	900.00
36	Cellar Door Replacement	L	200.00	225.00	225.00	200.00	120.00	150.00
37	Cellar Door Replacement LSWP	L	50.00	25.00	25.00	25.00	100.00	50.00
38	Bathroom Door Closure	C	400.00	250.00	300.00	475.00	300.00	475.00

Bids are broken down to utilize/identify funding sources

L = Lead based paint hazard elimination work

C = Code requirement repair

I = Incipient Item

Bid Tabulation
for
Housing Rehabilitation
at
143 Wall Street

Item #	Description	Code	Rehab Inspector Estimate	Scoby Construction	At A Moments Notice	Alpha & Omega Construction Co.	Harrison Builders LLC	Bar Home Improvements
				4520 Dey Highway Hudson, MI 49247	209 W. Washington, Suite 182 Jackson, MI 49201	340 Burt Avenue Jackson, MI 49201	916 Homewild Jackson, MI 49201	7515 Napoleon Rd. Jackson, MI 49201
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
39	Bathroom Door Closure LSWP	L	50.00	25.00	100.00	50.00	150.00	50.00
40	Drywall Bathroom	C	400.00	250.00	400.00	375.00	400.00	420.00
41	Bathroom Door Replacement	L	200.00	225.00	150.00	200.00	120.00	150.00
42	Bathroom Door Replacement LSWP	L	50.00	25.00	50.00	25.00	100.00	50.00
43	Drywall Ceiling - SE Bedroom	I	300.00	250.00	250.00	395.00	350.00	490.00
44	Register & Duct - SE Bedroom	C	350.00	300.00	250.00	500.00	500.00	500.00
45	Register & Duct - NE Bedroom	C	350.00	400.00	500.00	450.00	500.00	500.00
46	Drywall and Plaster - NE Bedroom	C	225.00	200.00	500.00	200.00	120.00	192.00
47	Steel Door Attic	C	500.00	500.00	500.00	450.00	550.00	495.00
48	Drywall Cellar Stairway	C	350.00	350.00	300.00	375.00	250.00	490.00
49	Drywall Cellar Stairway LSWP	L	50.00	100.00	100.00	50.00	200.00	100.00
50	Replace Lower Stairs	L	175.00	400.00	300.00	800.00	200.00	325.00
51	Replace Lower Stairs LSWP	L	50.00	50.00	100.00	75.00	150.00	50.00
52	Tread Replacement and Encapsulant	L	100.00	100.00	300.00	225.00	200.00	85.00
53	Water Heater and Dryer Venting	C	125.00	100.00	150.00	100.00	200.00	100.00
54	Lead Encapsulant	L	225.00	200.00	200.00	200.00	300.00	450.00
55	Lead Clearance	L	600.00	500.00	750.00	650.00	750.00	600.00
56	Plumbing to Code	C	3,260.00	1,800.00	2,800.00	2,300.00	2,100.00	3,285.00
57	Electrical to Code	C	1,865.00	2,200.00	2,400.00	2,400.00	3,055.00	3,055.00
	Total		38,080.00	28,600.00	31,245.00	32,742.00	35,415.00	37,496.00
		C	16,880.00	15,300.00	17,445.00	17,525.00	19,375.00	21,459.00
		L	20,900.00	13,050.00	13,550.00	14,822.00	15,690.00	15,547.00
		I	300.00	250.00	250.00	395.00	350.00	490.00

Bids are broken down to utilize/identify funding sources

L = Lead based paint hazard elimination work

C = Code requirement repair

I = Incipient Item



Department of Community Development

161 W. Michigan Avenue • Jackson, MI 49201-1303 •
Facsimile (517) 768-5832

Administrative Services
(517) 788-4060

Building Inspection
(517) 788-4012

Rehabilitation Services & Information
(517) 788-4070

TO: Warren D. Renando, Interim City Manager
DATE: June 15, 2010
FROM: Carol L. Konieczki, Community Development Director
SUBJECT: Mission Serve

The Community Development Department is pleased to announce the return of Mission Serve to the City of Jackson, July 11-17, 2010. This will be the third year of participation with this organization.

This year 125 students and their adult leaders will arrive in the City to perform roofing, exterior painting and handicap accessibility improvements for homeowners throughout the City. Since most of these projects require building permits for the intended activities, we are asking City Council approval to waive the Building Permit fees for the following projects:

820 Lincoln	Roof	402 McKinley	Roof	1239 Woodbridge	Roof
615 Marshall	Roof	210 E. High	Roof	519 Steward	Ramp
702 N. Francis	Roof	1708 Deyo	Roof	127 W. Mansion	Ramp
206 S Pleasant	Roof				

The total permit fees to the Building Department for the above projects would have been \$1,530.00.

Students will also be painting houses at 110 S. Grinnell and 402 McKinley. Permits will be issued for each of the required projects in order to maintain a historical record in the Building Inspection Department records.

Requested action is waiver of Building permit fees for the Mission Serve projects. With your approval, please place this item on the agenda for the June 22, 2010 City Council meeting.



City of Jackson Police Department
216 East Washington Avenue
Jackson, Michigan 49201
(517) 788-4127



MEMORANDUM

DATE: June 10, 2010

TO: Warren Renando
Interim City Manager

FROM: Matthew R. Heins
Chief of Police

SUBJECT: May Manager's Report

Chief Matthew Heins

- Attended:
 - State Police Memorial in Lansing
 - Debriefing of fatal shooting with commanders and union presidents
 - Gun buy-back meeting with Sheriff Heyns and Lee Hampton
 - Jackson County Police Memorial
 - Optimist Club Respect for Law Enforcement Luncheon
 - West Bloomfield Police Department Memorial
 - Allegiance Health Breakfast for Business
 - Northeast Elementary memorial tree planting
 - JNET Meeting in Lansing
 - Community Meeting
 - JPD Awards Reception
 - Potential Staffing Reduction meeting with commanders and union presidents
 - Area Chiefs Meeting
 - Omnibus Forfeiture meeting
 - Meeting with new Interim City Manager
 - Meeting with Reserve Program Command Staff
- Hosted breakfast for all police department retirees
- Appeared on Bart Hawley
- Time Away from Office:
 - 4 hours of Furlough
 - 8 hours of Personal Time
 - 8 hours of Holiday

Deputy Chief John Holda

- Attended:
 - Shooting Debriefing
 - Potential Staffing Reduction Meeting
 - Omnibus Forfeiture Meeting
 - Meeting with New World Representative
 - Meeting with Omega Representative for Crime Mapping
 - Meeting with Don & Lori regarding JPD Network
 - Meeting regarding radio system problems with State Electronics
 - ACT 345 Meeting
 - Code Enforcement Meeting
 - Department Head Meeting
 - City Council Meeting
 - County Commission Meeting
 - Jackson Police Memorial
 - JPD Awards Banquet
 - Salvation Army Advisory Board
 - MAPERS – Spring Conference
- Appeared on Bart Hawley
- Projects
 - Crime Mapping.com, automated transfer of data.
 - Transition to County Records Management System
 - LEIN TAC
 - MICR Reporting
 - AS-400 / Network backup
 - Cleaned Computer Room
 - LEIN Validation
- Time Away from Office:
 - 4 Hours of Furlough
 - 16 Hours of Sick
 - 8 Hours of Holiday

Lt. Christopher Simpson

- Attended:
 - State Police Memorial
 - Shooting Debriefing
 - Honor Guard Practice
 - JPD Police Memorial
 - Calls for Service Meeting
 - Bloomfield Hills PD Police Memorial
 - Tree planting in honor of Bonneau
 - JPD Awards Reception
 - Potential Staff Reduction Meeting
 - Meeting with Reserve Sergeant regarding Internal Investigation
 - Meeting with McThirsty's Bar representative regarding LCC Violations

- Time Away from Office:
 - 8 Hours on Patrol
 - 40 Hours Vacation
 - 16 Hours Personal Day

Lt. Elmer Hitt

- Attended:
 - State Police Memorial in Lansing
 - Shooting Debriefing
 - Jackson County Police Memorial
 - Optimist Club Respect for Law Enforcement Luncheon
 - MPRI Steering Committee Meeting
 - Northeast Elementary tree planting ceremony for Officer Bonneau
 - School liaison interviews
 - Craig Edmondson – Parkside
 - Paul Albrecht – Jackson High
 - JPD Awards Reception
 - John George Home Board meeting
 - Meeting regarding medical marijuana coop.
 - HRC Monthly Meeting
 - PSN Case Review Meeting
 - Meeting with Department of Justice and HRC regarding Harmony Day March
 - Consumers Energy Shareholders Meeting
 - Local Planning Team Meeting
- Other update information:
 - Consumers Shareholders Meeting took place with no concerns or problems. No overtime was paid for this detail.
 - Internal investigation of the Officer Bonneau death has been completed. Investigation is in the process of being reviewed by the Command Staff.
 - New radio consoles in the Communications Center have been installed.
 - The annual Byrne JAG allocations have been announced. Amount allocated to JPD is \$32,197. Considering the purchase of tasers and an evidence system software package.
- Time Away from Office:
 - 16 Furlough Hours
 - 32 Vacation Hours