



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

## **AGENDA – CITY COUNCIL MEETING**

July 14, 2009

7:00 p.m.

1. **Call to Order.**
2. **Pledge of Allegiance** – Invocation by Andrew R. Frounfelker, 5th Ward City Councilmember.
3. **Roll Call.**
4. **Adoption of Agenda.**
5. **Presentations/Proclamations.**
  - A. Presentation of the Citywide Sign Inventory by Ben Whiting, Sign Inventory Intern, and Carol Konieczki, Director, Community Development Department.
6. **Citizen Comments. (3-Minute Limit)**
7. **Consent Calendar.**
  - A. Approval of the minutes of the regular City Council meeting of June 23, 2009, and the special meeting of July 7, 2009.
  - B. Approval of the request from Pedal & Tour Fitness, Inc., to conduct the Mick Webster Memorial Bike Ride on city streets, Saturday, August 1, 2009, beginning at 9:00 a.m. (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 Midtown Association to hold Taste of Jackson Food and Arts on Mechanic Street between Washington and Cortland, Saturday, August 15, 2009, beginning at 1:00 p.m., in conjunction with the Crazy Cowboy's NASCAR events. (Recommended approval received from the Police, Fire, Traffic Engineering, and Public Works Departments and the Downtown Development Authority. Proper insurance coverage received.)
  - D. Approval of the request from the Mentoring Network of Jackson County to conduct a Mentoring Awareness March, with police assistance on Saturday, July 18, 2009, beginning at 10:00 a.m., at 500 Griswold Street and ending at Ella Sharp Park. (Recommended approval received from the Police, Fire, Traffic Engineering, Public Services, and Parks/Forestry Departments. Insurance coverage received and approved.)
  - E. Approval of the payment of the Region 2 Planning Commission Invoice, in the amount of \$9,393.78, for planning services for the month of June 2009, in accordance with the recommendation of the City Manager.
  - F. Approval of Traffic Control Order (TCO) No. 2019, for the traffic signal in

operation at the intersection of Jackson and Pearl Streets, and rescinding Traffic Control Order (TCO) No. 1821, in accordance with the recommendation of the City Engineer.

- G. Receipt of a Summons and Complaint filed in Circuit Court by Rita Buckner v. City of Jackson concerning a pedestrian accident, and referral to the City Attorney for appropriate action.
- H. Receipt of a Summons and Complaint filed in Circuit Court by Carol Worthy v. City of Jackson concerning a pedestrian accident, and referral to the City Attorney for appropriate action.
- I. Receipt of the Dangerous Building Report through June 30, 2009.
- J. Referral of a text amendment to the zoning ordinance, City Code, Chapter 28, Section 28-86, Subsection 6, accommodating handicap accessible ramps in the front yards of residential properties to the City Planning Commission, and establishment of August 5, 2009, as the date and time to hold a public hearing at the City Planning Commission meeting.
- K. Establishment of August 11, 2009, at the City Council meeting as the time and place to hold a public hearing on an application for an Industrial Facilities Exemption Certificate filed by Innovative Metal Finishing, LLC, 1912 Townley Street.
- L. Establishment of August 11, 2009, at the City Council meeting as the time and place to hold a public hearing to remove certain traffic signals in the City.

8. **Committee Reports.**

9. **Appointments.**

- A. Approval of the Mayor's recommendation to appoint Elwyn Rider to the Ella W. Sharp Park Board of Trustees filling a current vacancy, beginning immediately and ending January 31, 2012.
- B. Approval of the Mayor's recommendation to appoint Kelly A. Williams as the City representative to the Parks and Recreation Commission filling a current vacancy beginning immediately and ending January 31, 2011.
- C. Approval of the Mayor's recommendation to appoint Robert Cole to the Jackson Transportation Authority to a current vacancy beginning immediately, and ending March 1, 2010, and rescinding action taken at the June 23, 2009, City Council meeting.
- D. Approval of the recommendation to appoint David Taylor to the City Assessor's position effective August 15, 2009.

10. **Public Hearings.**

- A. Public Hearing of necessity for the proposed reconstruction on Jackson Street between Louis Glick Highway and Ganson Street.
  - 1. Resolution ordering the construction and preparation of the Special Assessment Roll.

11. **Resolutions.**

- A. Consideration of a resolution approving the contract between the City and the Michigan Department of Transportation (MDOT) for construction work on Ganson Street between Cooper Street and East Avenue, and Morrell Street between Brown Street and West Avenue, with an estimated construction cost of \$702,700.00 (City's portion is \$8,300.00), and authorization for the Mayor and City Clerk to execute the appropriate contract document(s), in accordance with the recommendation of the City Engineer.

- B. Consideration of a resolution amending the 2009-2010 Fiscal Year Building Demolition Fund Budget transferring an unspent balance of \$11,280.00 from the 2008-2009 fiscal year budget.
  - C. Consideration of the following resolutions amending the City Charter, and authorization for the City Clerk to file the resolutions with the Governor and Attorney General's offices for approval:
    - 1. Resolution amending Section 5.1, City Charter, regarding the requirements to file a nominating petition.
    - 2. Resolution amending Section 6.5(1), City Charter, regarding the dates for conducting the City primary elections.
12. **Ordinances.**
- A. Final adoption of Ordinance No. 2009.11, amending Chapter 28, Sections 28-106 (d), and adding (g), City Code, regarding off-street parking requirements.
13. **Other Business.**
14. **New Business.**
- A. Consideration of the bid award to Tetra Tech, Inc., Ann Arbor, in the amount of \$291,046.00 for engineering work for the Wastewater Treatment Plant, in accordance with the recommendation of the Director of Sewage Treatment and Facilities, and the City Engineer.
  - B. Consideration of the recommendation to accept a grant award and contract between the Michigan Department of Transportation (MDOT) and the City for the amount of \$60,000.00 for a Rail Passenger Station Development Study, and authorization for the City Manager to execute the grant agreement on behalf of the City, and for staff to prepare a request for proposals to implement this study.
  - C. Consideration of the request to approve the bid award to Great Lakes Engineering Group, LLC, Lansing, at their not-to-exceed cost of \$60,190.68, for the High Street Bridge Preventative Maintenance Price Proposal and Scope for Bridge Engineering Services, and authorization for the City Manager and City Engineer to execute the appropriate proposal agreement, in accordance with the recommendation of the City Engineer.
  - D. Consideration of the request of 3<sup>rd</sup> Ward City Councilmember Daniel P. Greer to attend the Michigan Municipal League Annual Conference to be held in Kalamazoo on September 22-25, 2009, and for the City to pay \$324.00 for the registration fee.
  - E. Consideration of the request to grant relief to 608 Hibbard, from the Emergency Hazard Guidelines for the Community Development Block Grant (CDBG) and HOME funds to assist in the repair of the basement wall in the amount of approximately \$800.00, in accordance with the recommendation of the Community Development Director.
  - F. Consideration of the request to forgive an Owner-Occupied Housing Rehabilitation Loan, Community Development Block Grant (CDBG) and HOME funds, in the amount of \$8,500.00 for a second mortgage for 1037 First Street, and authorization for staff to discharge the related mortgage, in accordance with the recommendation of the Community Development Director.
  - G. Consideration of the request to approve the application for the Department of Housing and Urban Development (HUD), Lead Hazard Control Grant, in the additional amount of \$2,070,000.00, and authorization for the Mayor to execute the appropriate document(s), and for staff and the City Attorney to make minor modifications as necessary, in accordance with the recommendation of

Community Development Department Director.

- H. Consideration of the request to enter into a Professional Services Agreement(s) with Soil and Materials Engineers, Inc., and Applied Science and Technology, Inc., in the not to exceed amount of \$40,800.00, to serve as the City's environmental consultants for the US Environmental Protection Agency (USEPA) Revolving Loan Fund, and authorization for the Mayor and City Clerk to execute the appropriate document(s), subject to minor modifications by the City Attorney, as recommended by the Jackson Brownfield Redevelopment Authority (JBRA).
- I. Consideration of the request to purchase two (2) 1990 Spartan Gladiator/FMC Chassis pumper fire trucks from Ypsilanti Township, in the total amount of \$22,000.00, and authorization to waive the Purchasing Policy, for the City Manager and Finance Director to pay for the trucks from the source that best meets the financial needs of the City, and for the City Manager to execute the appropriate purchase document(s).
- J. Consideration and approval of the Mayor and Rules and Personnel Committee Chairman's recommendations regarding the initiation of the City Manager search.
- \*K. Consideration of the request to authorize the City Manager to return the \$5,000.00 earnest money from the Consumers Headquarters purchase option to Intellitower, LLC, contingent upon execution of a mutual release to be prepared by the City Attorney, and executed by Intellitower, LLC, the Mayor and the City Clerk, in accordance with the recommendation of the City Manager.
- \*L. Consideration of establishment of a public hearing to receive citizen comments regarding the demolition of the Acme Building, 600 N. Mechanic Street, at a special City Council meeting held prior to the August 11, 2009, meeting. If no special meeting is established, it is requested to conduct the public hearing at the August 11, 2009, City Council meeting.

15. **City Councilmembers' Comments.**

16. **Manager's Comments.**

17. **Adjournment.**

**\*Item added, deleted or changed.**



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

June 21, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Carol Konieczki, Community Development Director  
**RE: City Wide Sign Inventory**

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On May 27, 2008 City Council approved the final adoption of Ordinance No. 2008.7, amending Section 21.5-26.1, Chapter 21.5, City Code, revising the nonconforming sign permit requirements to eliminate the business owner responsibility to file for nonconforming permits. City Council authorized the Community Development Director to proceed with hiring interns to complete the sign inventory survey

On June 9, 2008 three interns began work developing a methodology for collecting the data. The following documents were created by the students to facilitate data collection. These documents include:

- An inventory procedure document
- A site identification form
- An in-field data collection form
- All the data is being collected in a database to be transferred at a later date to individual property files

It was anticipated the student interns would be finished by the end of summer; however, by fall 2008 the project was only half completed and intern Ben Whiting was available to keep working through the year due to his home and college location were within a commutable distance. The project is now at 95% completion with an estimated 5 weeks of work to complete the entire inventory project. Of the 2,025 business sites identified in the inventory project, 47% or 665 site have Sign Ordinance violations.

The Community Development Department currently does not have zoning personnel to address these sign ordinance violations; therefore, requested action by City Council is to review the four courses of action for the next steps in the Sign Inventory project. The Compliance and Enforcement Phase and proposed budgets for each option are as follows:

### **Option 1 – Voluntary Compliance**

- A. Send a postcard informing sites that were in compliance of their status.
  - 1. Stating that their site was in compliance at the time of inventory.
  - 2. No further action on the City's part needed.
  - 3. Inform the business owners of whom to contact in regards to adding new signage.
- B. *Projected cost: \$304.93*

### **Option 2 – Sign Compliance Conference**

- A. Have business owners with Sign Issues schedule an appointment to meet at City Hall.
  - 1. Prepare all documentation to bring the site's signage into compliances for those non-compliant signs that require only the signature of the owner and payment of fees.
  - 2. Prepare documentation for any non-compliant sign that may be eligible for a Sign Board of Appeals (SBVA) variance to bring it into compliance.
- B. For those who do not attend the Sign Fair:
  - 1. Handle the violations in District Court.
    - a. City Attorney's Office prosecutes the violations of the Sign Ordinance under Sec. 21.5-25.1 and Sec.21.5-25.2.
- C. Pros of this approach:
  - 1. The inventory would be completed.
  - 2. User-friendly approach for business owners.
- D. Cons of this approach:
  - 1. Some owners will not come into City Hall to take care of business.
- E. *Projected cost: \$10,771.12*  
(Plus an average cost \$147.00 assessed from City Attorney's Office as prosecution costs per District Court case.)

### **Option 3 – Letters**

- A. For sites that have Sign Ordinance or Permitting Issues:
  - 1. Inform owners of violations by including appropriate information.
  - 2. Give the steps to correcting the issues so signage conforms to meets definition of a non-conforming status.
  - 3. For sites with no response to the letter, refer to City Attorney's Office for prosecution of violation of Chapter 21.5 Sign Ordinance.
- B. Pros of this approach:
  - 1. The inventory would be completed.
  - 2. Less time consuming.
- C. Cons of this approach:
  - 1. No way to verify corrections are completed.
  - 2. Letters may have a poor response rate.
  - 3. Not all signage issues can be handled with a letter.



# Department of Community Development

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

Administrative Services  
(517) 788-4060

Building Inspection  
(517) 788-4012

Rehabilitation Services & Information  
(517) 788-4070

**To:** William R. Ross, City Manager  
**DATE:** June 22, 2009  
**FROM:** Carol Konieczki, Community Development Director  
**SUBJECT:** **City Wide Sign Inventory Presentation**

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On May 27, 2008 City Council approved the final adoption of Ordinance No. 2008.7, amending Section 21.5-26.1, Chapter 21.5, City Code, revising the nonconforming sign permit requirements to eliminate the business owner responsibility to file for nonconforming permits.

Sec. 21.5-26.1. Nonconforming sign permit.

City staff will review all signage at all properties within the City and determine whether each sign on the property is conforming, nonconforming, or illegal. City staff will take photos of existing signage for retention in city files to protect the historical record of the status of all signage in the City.

Where City staff determines that a sign is nonconforming, a nonconforming permit will be issued and a copy retained for the City's file and one provided to the owner for the owner's file.

Where City staff determines that a sign is illegal, a notice of violation and correction order will be issued to the owner as provided for in Section 21.5-25.1 of Article V of this Chapter. The owner may contest any notice of violation through the appeal process contained in Section 21.5-32 of Article VII of this Chapter.

On June 9, 2008, three interns began work developing a methodology for collecting the data. The following documents were created by the students to facilitate data collection. These documents include:

- An inventory procedure document
- A site identification form
- An in-field data collection form
- All the data is being collected in a database to be transferred at a later date to individual property files



On June 25, 2008, actual fieldwork began. The students remained in close contact with Susan Murphy, Frank Donovan and me throughout the duration of this project, and we have provided guidance with regard to the particular data that needs be collected. Wade Renando provided access to parcel maps and zoning information for the entire City. The City Engineering Dept. provided survey equipment and training and Consumers Energy loaned two laptop computers for the students to use for the summer. The students were supplied with a letter of introduction to give businesses prior to entering their property, and under their own initiative in having to get the task done with a minimum of supervision, set forth to conquer a daunting project.

The original timeline for the project was to be just three months, expecting the inventory to be finished by the end of summer; however, by the middle of summer it was clear the project task was by far larger than anticipated. By the beginning of Sept. 2008 the project was only half completed and intern Ben Whiting was available to keep working through the year due to his home and college location were within a commutable distance. The inventory project is at 94% completion. There is still approximately 6 weeks of work to do to finish the project.

Once the inventory project is completed, there remains the issue of what next to do with the data collected so that all the work is not wasted and the goals from the development of the new sign ordinance are realized. The next Phase of the Sign Ordinance Inventory project should be to bring all the non-compliant properties into compliance. The presentation will provide three alternatives to consider for the next Phase of the project or to shelve the information without any follow-up action. On the agenda is an action item requesting direction for proceeding with the sign inventory project.





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### Sign Inventory Project

Carol Konieczki

Community Development Director

Ben Whiting

Sign Inventory Intern

July 14<sup>th</sup>, 2009 Council Presentation

At this time, 95% of the City has been inventoried for signage. The remaining 5% to be inventoried will take 5 weeks to complete.

Currently, 47% or 665 sites have Sign Ordinance issues.



The following is a copy of the Letter of Introduction given to every property/business owner before inventorying the site.





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## Letter of Introduction

June 25, 2008

Dear Business Owner,

The City Council adopted a new sign ordinance (Chapter 21.5, City of Jackson Code of Ordinances) on September 25, 2007, with an effective date of October 25, 2007.

On May 13, the Jackson City Council took action to amend the language in the sign ordinance that will allow city staff to review all signage within the city to determine: if the signage conforms to the new ordinance adopted last fall, or the sign is nonconforming, or if the sign is illegal (without permits).

Three college students, **Benjamin Whiting, Alison Keener and Karen Ocwieja**, have been hired to relieve property owners from having to determine whether or not their signage conforms to the new ordinance and from having to fill out a form and submit it to the city. Over the next several months these students will be taking photos and documenting all signage within the city limits.

There will be no charge for this service and businesses that have previously submitted information and paid a fee earlier this year for the non-conforming sign application will be receiving a refund in the coming weeks. Upon completion of the sign inventory, non-conforming signs that do not meet the new code will be issued a "nonconforming" sign permit, a copy sent to the property/business owner, and copy placed in the city records. Property/business owners with illegal signs will be issued a notice and correction order and be given ample opportunity to correct violations to bring the sign into compliance.

Please find attached the recently amended text of the sign ordinance as it pertains to nonconforming signs.

### Sec. 21.5-26.1. Nonconforming sign permit

City staff will review all signage at all properties within the City and determine whether each sign on the property is conforming, nonconforming, or illegal. City staff will take photos of existing signage for retention in city files to protect the historical record of the status of all signage in the City.

Where city staff determines that a sign is nonconforming, a nonconforming permit will issue and a copy retained for the city's file and one provided to the owner for the owner's file.

Where city staff determines that a sign is illegal, a notice of violation and correction order will issue to the owner as provided for in Section 21.5-25.1 of Article V of this Chapter. The owner may contest any notice of violation through the appeal process contained in Section 21.5-32 of Article VII of this Chapter.

If you have any questions regarding this process, please do not hesitate to contact me.

Sincerely,

  
Carol Konięcki  
Community Development Director





The following page contains the Zoning and Businesses map of the City.

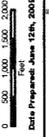
Information included on this map is zoning information and locations of all 2,025 business sites.



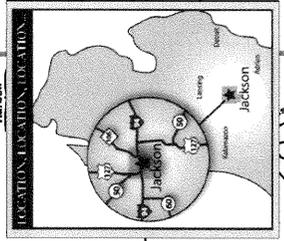
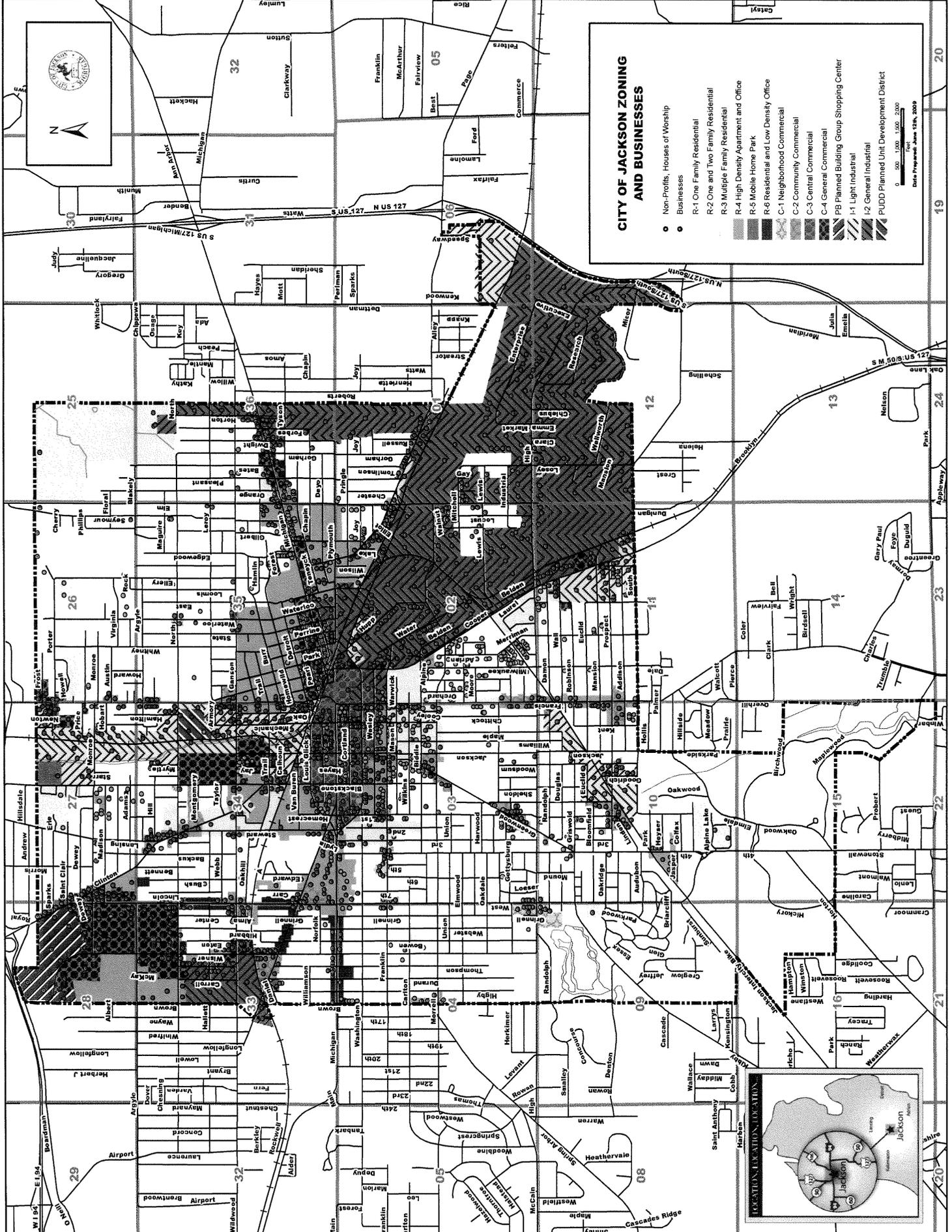


# CITY OF JACKSON ZONING AND BUSINESSES

- Non-Profits, Houses of Worship
- Businesses
- R-1 One Family Residential
- R-2 One and Two Family Residential
- R-3 Multiple Family Residential
- R-4 High Density Apartment and Office
- R-5 Mobile Home Park
- R-6 Residential and Low Density Office
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Central Commercial
- C-4 General Commercial
- PB Planned Building Group Shopping Center
- I-1 Light Industrial
- I-2 General Industrial
- PUDD Planned Unit Development District



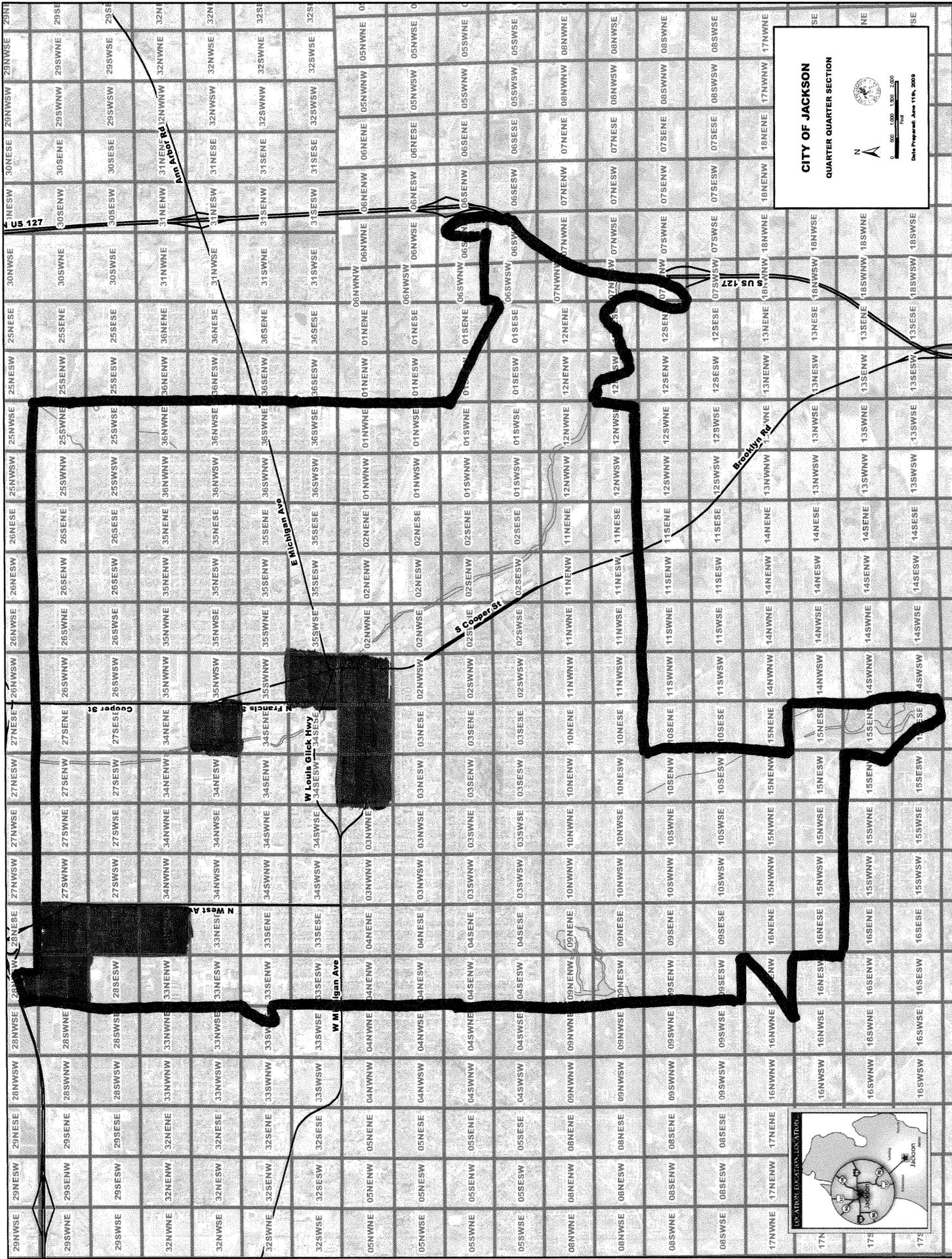
Date Prepared: June 15th, 2009





The following map breaks the City down into quarter-quarter sections. These squares represent individual maps (181 in all). These individual maps are used while out inventorying signs. As highlighted on the following map, eleven (11) individual maps remain to be inventoried.



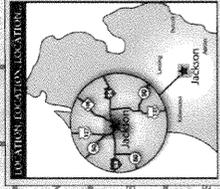


**CITY OF JACKSON**  
**QUARTER SECTION**



0 500 1000 1500 2000  
 Feet

Date Prepared: June 11th, 2009





The next map is an example of an individual Zoning and Business Quarter-Quarter map used while out inventorying. Information contained on this map includes a label identifying which individual map it is, zoning information, street names, parcel numbers, and parcel boundaries. Once, the sign inventory has been completed, the parcel is manually outlined to indicate that the site fieldwork has been done.



SS SW SE



### City of Jackson Zoning and Businesses

- Non-Profit, Houses of Worship
- Businesses
- R-1 One Family Residential
- R-2 One and Two Family Residential
- R-3 Multiple Family Residential
- R-4 High Density Apartment and Office
- R-4C Mobile Home Park
- R-4D Residential and Low Density Office
- R-5 Neighborhood Commercial
- C-1 Community Commercial
- C-2 General Commercial
- C-3 Planned Shopping Center
- C-4 Planned Shopping Center
- C-5 Planned Shopping Center
- C-6 Planned Shopping Center
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Source: City of Jackson, Planning Office  
Date: 10/15/2010



All documentation for the Sign Inventory Project was created at the beginning of the inventory project. Forms for tracking the addresses to which measurements and photos belonged had to be developed. A final report, known as the Site Identification Report, was developed to be the final collection point of information regarding all signage located at the site.

The following nine pages is an example of a Site Identification Report. All sites inventoried have a report on file. All reports are more or less extensive in length in comparison to the example given. Information on the first page is an overview of the site. This includes site address and owner information followed by a table summarizing issues with signage (if any) with the page wrapping up with a total of all signage located on the property. Following pages of the report include wide angle photos showing all four sides of the parcel proceeded by individual tables detailing individual signs located on the property.



**City of Jackson Sign Inventory**  
**June 9, 2008-August 2008**

Site Identification	
<b>Name: American 1 Federal Credit Union Drive Thru Branch Office</b>	<b>Address: 203 S. Perrine</b>
<b>Owner/Operator: AMERICAN 1 FED CREDIT UNION</b>	<b>Map #: 35 SW SE</b>
<b>Parcel #: 6-0066.1000</b>	<b>Date of Inventory: 9/4/2008</b>
<b>Zoning: I-2</b>	

Non-Compliant Signs	
Reference #	Issues
# 1	Freestanding sign without a permit in the street file. Sec.21.5-12(A)
# 5; 13	Wall signs without permits in the street file. Sec.21.5-12(A)

Total Site Signage		
Exempt Signage	Type of Sign	Reference #
	Directional	2; 4; 7; 9-12
	Informational	3; 8
	Interior	6
<b>Non-Exempt Signage</b>	Freestanding	1
	Wall	5; 13

**Site Photos**

**North Side**



**East Side**

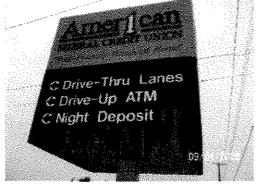
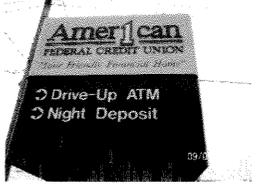


**South Side**



**West Side**



1							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
North	5x6	No	No	n/a	100_4955-4958	6-0066.1000	Freestanding
							

2							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
North	1x1.5	n/a	No	n/a	100_4959	6-0066.1000	Directional
							

3							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
North	2.17x1.17	n/a	No	n/a	100_4960	6-0066.1000	Informational
							

4							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
North	4x1.5	n/a	No	n/a	100_4961; 4962	6-0066.1000	Directional
							

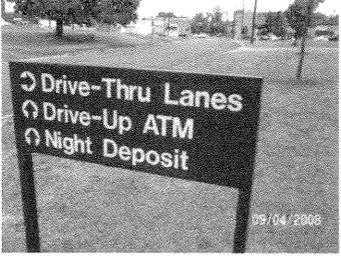
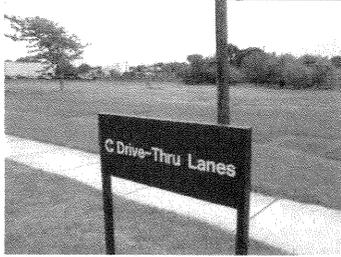
5							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
North	10x3.5	No	No	n/a	100_49 63	6-0066.1 000	Wall
							

6							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
East	n/a	n/a	No	n/a	100_4965; 4973	6-0066.1 000	Interior
							

7							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
South	See below	n/a	No	n/a	100_4966-4972	6-0066.1000	Directional
							
1x1		1x1		2x.84		1x1	
						Note: Measurements are estimated. Unable to measure because of traffic at the drive thru.	
1x1		Left: 1x1 Right: 2x.84		1x1			

8							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
East	2.17x1.17	n/a	No	n/a	100_4974	6-0066.1000	Informational
							

9							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
South	4x1.5	n/a	No	n/a	100_4976; 4977	6-0066.1000	Directional
							

10							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
West	4x1.5	n/a	No	n/a	100_4978; 4979	6-0066.1000	Directional
							

11							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
West	4x1.5	n/a	No	n/a	100_4981; 4982	6-0066.1000	Directional
							

12							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
West	4x1.5	n/a	No	n/a	100_4984; 4983	6-0066.1000	Directional
							

13							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type
West b	6x2.67	No	No	n/a	100_49 84	6-0066.1 000	Wall
							

14							
Location of Sign on Property	Width x Height	Permits Issued	ROW? (Y/N)	Revocable License Agreement?	Picture #	Parcel #	Sign Type



## Sign Inventory Ordinance Violations, July 7<sup>th</sup>, 2009

The following is a summary of all Sign Ordinance Issues to date.

Of the 665 sites with Sign Ordinance Violations

- 355 sites with Wall Signs without permits.
- 218 sites with Freestanding Signs without permits.
- 87 sites with Temporary Banners without an annual permit.
- 73 sites with signage in the City's right-of-way.
- 74 sites with Abandon signage.
- 67 sites with Awnings without permits.
- 53 sites with Directional signage exceeding 6 square feet.
- 39 sites with Changeable Copy signs without a permit.
- 38 sites with Projecting signs without a permit.
- 32 sites with signs that are in a State of Repair.
- 27 sites with Sidewalk signs without permits.
- 16 sites with Roof signs without a permit.
- 17 sites with Mural signs without a permit.
- 12 sites with Off-Premise signs without a permit.
- 9 sites with Non-Appurtenant signs. (Defined as signage that is not related to the business conducted at that location.)
- 5 sites with Real Estate signs that exceed limits. (Size and/or amount of Real Estate signs.)
- 4 sites with Temporary Event Signage displayed past limit.
- 3 sites with Other Business Related Temporary signs exceeding display limit.
- 1 site with Grand Opening signage displayed beyond limit.
- 1 site with an Electronic Message Center sign without a permit.



Concluding this packet are budgets for the next steps of the Compliance and Enforcement Phase of the Sign Inventory Project. Four different courses of action are identified followed by projected budgets.

**What was the goal of the Sign Ordinance and Inventory?**

- “Upon completion of the sign inventory, non-conforming signs that do not meet the new code will be issued a “nonconforming” sign permit, a copy sent to the property/business owner, and copy placed in the city records.”

(Sign Inventory Letter of Introduction, June 25<sup>th</sup>, 2008)

- “Property/business owners with illegal signs will be issued a notice and correction order and be given ample opportunity to correct violations to bring the sign into compliance.”

(Sign Inventory Letter of Introduction, June 25<sup>th</sup>, 2008)

**Proposed Action: Phase II of the Sign Inventory Project**

**1. Compliance**

- a. Send a post card informing sites that were in compliance of their status.
  - i. Stating that their site was in compliance at the time of inventory.
  - ii. No further action on the City’s part needed.
  - iii. Inform the business owners of whom to contact in regards to adding new signage.
  - iv. *Projected cost: \$304.93*





## 2. Enforcement

### a. Option 1: Sign Compliance Conference

- i. Have business owners with Sign Issues schedule an appointment to meet at City Hall.
  1. Prepare all documentation to bring the site's signage into compliances for those non-compliant signs that requiring only the signature of the owner and payment of fees.
  2. Prepare documentation for any non-compliant sign that may be eligible for a Sign Board of Appeals (SBA) variance to bring it into compliance.
- ii. For those who do not attend the Sign Fair:
  1. Handle the violations in District Court.
    - a. City Attorney's Office prosecutes the violations of the Sign Ordinance under Sec.21.5-25.1 and Sec.21.5-25.2.
- iii. Pros of this approach:
  1. The inventory would be completed.
  2. User-friendly approach for business owners.
- iv. Cons of this approach:
  1. Some owners will not come in to City Hall to take care business.
- v. *Projected cost: \$10,771.12*  
(Plus an average cost \$147.00 assessed from City Attorney's Office as prosecution costs per District Court Case.)





b. Option 2: Letters

i. For sites that have Sign Ordinance or Permitting Issues:

1. Inform owners of violations by including appropriate information.
2. Give the steps to correcting the issues so signage conforms or meet definition of a non-conforming status.
3. For sites with no response to the letter, refer to City Attorney's Office for prosecution of violation of Chapter 21.5 Sign Ordinance.

ii. Pros of this approach:

1. The inventory would be completed.
2. Less time consuming.

iii. Cons of this approach:

1. No way to verify corrections is completed.
2. Letters may have a poor response rate.
3. Not all signage issues can be handled with a letter.
4. Requires dependence on owners giving their cooperation and time to fill out the necessary paper work.
5. This method holds a poor chance of achieving desired goals.

iv. *Projected cost: \$5,163.99*

(Plus an average cost \$147.00 assessed from City Attorney's Office as prosecution costs per District Court Case.)





c. Option 3: Finishing Inventory and 'shelve' the information.

i. Pros of this approach:

1. The inventory would be complete.
2. Providing detailed information on all signage located at known businesses and non-profits.

ii. Cons of this approach:

1. Information gathered would become out-dated with time and difficult to use for enforcement of the Sign Ordinance.
2. Cost of gathering information will have been wasted.
3. Future signs on existing property may not be documented in accordance with sign procedure.
4. No maintenance of the sign inventory.
5. Sign inventory becomes a snapshot of time.
6. Noncompliance signs will continue to exist without correct of violations
7. Taking no further action will make the new Sign Ordinance ineffective.

iii. *Projected Cost: \$2,150.00*





**Sign Inventory Projected Budget  
For Next Steps of Phase II of Compliance and Enforcement**

<b>1.) Compliance</b>		
	<u>To-date</u>	<u>Projected</u>
<i>Compliant Postcards</i>		
No. of Compliant Sites	668 sites	985 sites
Labels \$ 0.0043 per label	\$ 2.87	\$ 4.23
Postage for postcards \$ 0.28 each	\$ 187.04	\$ 275.70
Printer for Postcards For: 700 postcards	\$ 20.00	\$ 25.00
<b>Total</b>	<b><u>\$ 209.91</u></b>	<b><u>\$ 304.93</u></b>



## Sign Inventory Projected Budget For Next Steps of Phase II of Compliance and Enforcement

### 2.) Enforcement

#### Option 1: Sign Compliance Conference

	<u>To-date</u>	<u>Projected</u>
<u>Sign Conference</u>		
No. of Sites with Violations	602 sites	959.85 sites
Postage for letters \$ 0.36 each	\$ 216.72	\$ 345.55
Cost of Paper \$ 0.0060 per page	\$ 3.59	\$ 5.72
Cost of Ink \$ 0.0155 per page	\$ 9.31	\$ 14.84
Cost of Envelope \$ 0.0803 per envelope	\$ 48.31	\$ 77.03
Labor Cost Documentation Prep. For Ben: \$ 10.76 per hour	\$ 5.38 per site	0.5 hrs
Time per Site Representative For Ben: \$ 10.76 per hour	\$ 5.38 per site \$ 6,477.52 All Sites	0.5 hrs \$ 10,327.99 All Sites projected
<b>Subtotal</b>	<b>\$ 6,755.45</b>	<b>\$ 10,771.12</b>
<u>Prosecution in District Court</u>		
Pre-trial (accounting for 4-5 pre-trials)		1 hr
Trial (w/ prep. work)		2 hrs
Labor Cost		\$ 147.00 per case (average)
For Deputy City Attorney S.	\$ 49.00	
<b>Subtotal</b>	<b>\$ 147.00</b>	
		* This can only be assessed. Not invoiced.

To Date  
**Total \$ 6,755.45**  
 plus \$ 147.00  
 per case in District Court

Projected  
**Total \$ 10,771.12**  
 plus \$ 147.00  
 per case in District Court

#### Time Frame

Documentation Prep. And Time with Owner/Representative	1 hr
Projected number of Sites	959.85 sites
Total Hours	959.85 hrs
Working 10 hours per week	96 weeks
One month equal to 4 weeks	24 months

July 2009- July 2011



## Sign Inventory Projected Budget For Next Steps of Phase II of Compliance and Enforcement

### 2.) Enforcement (cont'd)

#### Option 2: Letters

	<u>To-date</u>	<u>Projected</u>
<i>Letters of Violations</i>		
No. of Sites with Violations	602 sites	959.85 sites
Postage for letters \$ 0.36 each	\$ 216.72	\$ 345.55
Cost of Paper \$ 0.0060 each	\$ 3.59	\$ 5.72
Cost of Ink \$ 0.0155 each	\$ 9.31	\$ 14.84
Cost of Envelope \$ 0.08 each	\$ 48.31	\$ 77.03
Documentation Prep.		0.5 hrs
Labor Cost (for Ben)     \$ 10.76	\$ 3,238.76	\$ 5,163.99
<i>Prosecution in District Court</i>		
Pre-trial                    (accounting for 4-5 pre-trials)		1 hr
Trial                         (w/ prep. work)		2 hrs
Labor Cost		\$ 147.00 per case (average)
For Deputy City Attorney S.	\$ 49.00	
<b>Subtotal</b>	<b>\$ 147.00</b>	
		*This can only be assessed. Not invoiced.

<b>Total \$ 3,516.69</b> plus \$ 147.00 per case in District Court	<b>\$ 5,163.99</b> plus \$ 147.00 per case in District Court
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#### Time Frame

Documentation Prep.	0.5 hr
Projected number of Sites	960 sites
Total Hours	480 hrs
Working 10 hours per week	48 weeks
One month equal to 4 weeks	12 months
July 2009- July 2010	



## Sign Inventory Projected Budget For Next Steps of Phase II of Compliance and Enforcement

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### Option 3: Finish Inventory and 'shelving' the information.

Number of weeks to  
abor (Ben at 40 hr work week: \$ 430.00

Projected  
5 weeks

**Total \$ 2,150.00**

### Time Frame

July 2009- August 2009

4. Requires dependence on owners giving their cooperation and time to fill out the necessary paper work.
5. This method holds a poor chance of achieving desired goals.
6. *Projected cost: \$5,1653.99*  
(Plus an average cost of \$147.00 assessed from City Attorney's Office as prosecution costs per District Court Case.)

**Option 4 – Finishing Inventory and ‘Shelve’ the Information**

- A. Pros of this approach:
  1. The inventory would be complete.
  2. Providing detailed information on all signage located at known businesses and non-profits.
- B. Cons of this approach:
  1. Information gathered would be out-dated with time and difficult to use for enforcement of the Sign Ordinance.
  2. Cost of gathering information will have been wasted.
  3. Future signs on existing property may not be documented in accordance with sign procedure.
  4. No maintenance of the sign inventory.
  5. Sign inventory becomes a snapshot of time.
  6. Noncompliance signs will continue to exist without correction of violations
  7. Taking no further action will make the new Sign Ordinance ineffective.
- C. *Projected Cost: \$2,150.00*

Action requested is authorization to proceed with one of the four options provided above for the Compliance and Enforcement Phase of the Sign Inventory project

## **JACKSON CITY COUNCIL MEETING**

### **MINUTES**

**JUNE 23, 2009**

#### **CALL TO ORDER.**

The Jackson City Council met in regular session in City Hall and was called to order at 7:02 p.m. by Mayor Jerry F. Ludwig.

#### **PLEDGE OF ALLEGIANCE – INVOCATION.**

The Council joined in the pledge of allegiance. Councilmember Gaiser gave the invocation.

#### **ROLL CALL.**

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

Also Present: City Manager William R. Ross, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

#### **AGENDA.**

Mayor Ludwig noted the addition of a contingency to Item D on the Consent Calendar and the deletion of Item 9.A. under Appointments. Motion was made by Councilmember Frounfelker and seconded by Councilmember Gaiser to adopt the agenda, as amended. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

#### **PRESENTATIONS/PROCLAMATIONS.**

None.

#### **CITIZEN COMMENTS.**

Michael Wisniewski, 1406 Locust Street, asked who buys the bottled water provided to Council and staff at Council meetings and inquired if the City's water is safe to drink.

Thomas Ratchford, 615 N. East Avenue, thanked the City Engineer for the letter he sent with the breakdown of his assessment for Cortland Street Streetscape. He questioned the amount of his special assessment, explaining he believes there is an error and requesting that it be corrected.

### **CONSENT CALENDAR.**

Councilmember Gaiser requested Item I be removed for separate consideration. Motion was made by Councilmember Frounfelker and seconded by Councilmember Breeding to approve the following Consent Calendar, with Item I removed for separate consideration. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk--2.

#### Consent Calendar

- A. Approval of the minutes of the regular City Council meeting of June 9, 2009.
- B. Approval of the request from the Downtown Development Authority to hold Picnic in the Park on Tuesdays, July 7, July 14, July 21, July 28, August 4, August 11, August 18, and August 25, 2009, from 12:00 p.m. until 1:00 p.m., at Bucky Harris Park. (Recommended approval received from the Police, Fire, Traffic Engineering, Public Services and Parks/Forestry Departments and the Downtown Development Authority. Proper insurance coverage is in place.)
- C. Approval of the request from the Downtown Development Authority to close S. Columbus Street from Glick Highway to Hupp Street, and Hupp Street from S. Cooper Street to S. Columbus Street from 5:00 p.m. until 12:00 a.m. to hold the DDA Riverwalk Amphitheater Concert Series on Friday, July 24 and July 31, 2009, event 7:00 p.m. until 10:30 p.m. (Recommended approval received from the Police, Fire, Traffic Engineering, Public Services Departments, Forestry/Parks, the Amphitheater Review Committee, and the Downtown Development Authority. Proper insurance coverage is in place.)
- D. Approval of the request from the Eastside Reunion Committee to use Rotary Park and playground to hold their biennial reunion/picnic on Saturday, August 8, 2009, from 10:00 a.m. until dusk. (Recommended approval received from the Police, Fire, Traffic Engineering, Public Services, and Parks/Forestry Departments. Contingent upon receipt of proper insurance coverage. If unable to obtain insurance, execution of a Hold Harmless Agreement will be required.)
- E. Approval of the request from Allegiance Health to conduct the “25<sup>th</sup> annual Allegiance Race to Health” with police assistance, Saturday, September 12, 2009, beginning at 8:00 a.m. (Recommended approval received from the Police, Fire, Traffic Engineering, Public Services Departments and the Downtown Development Authority. Proper insurance coverage received.)
- F. Approval of the request from the Michigan Theatre of Jackson, Inc., to close municipal lot No. 14 and the north/south alley, beginning at 2:00 p.m. until 11:00 p.m. to hold their Obsessions fundraising event on Friday, August 21, 2009. (Recommended approval received from the Police, Fire, Traffic Engineering, Public Services Departments, and the Downtown Development Authority. Proper insurance coverage received.)
- G. Approval of the request from Eugene Hurd, Jr., to close Pearl Street from Mechanic Street to west of 132 W. Pearl Street, beginning at 7:00 a.m. until 10:00 p.m. on Saturday, August 1, 2009, to conduct the 1<sup>st</sup> Annual Tailgate Meat Festival, contingent on receipt of proper special event insurance coverage (previous request postponed due to scheduling conflict). (Recommended approval received from the Police, Fire, Traffic Engineering and Public Services Departments, and the Downtown Development Authority.)
- H. Approval of Traffic Control Order (TCO) Nos. 2007 thru 2018, to review changing all on street parking within the Meterless Parking District to a one hour limit at the request of the Parking Advisory Committee. (Downtown Development Authority concurs with Parking Advisory Committee recommendations.)

- I. *Removed for separate consideration.*
- J. Receipt of the Community Development Department CDBG Financial Report through May 31, 2009.

### **CONSENT CALENDAR ITEM I.**

**Receipt of the City of Jackson's summary of revenue and expenditures for eleven (11) months ended, May 31, 2009.**

Regarding Page 6 of the Financial Statements – Trust and Agency Funds, a motion was made by Councilmember Gaiser asking for an actuarial report for guidance on this if there are shortfalls. The motion died for lack of a second.

Motion was made by Councilmember Howe and seconded by Councilmember Frounfelker to receive the summary. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

### **COMMITTEE REPORTS.**

None.

### **APPOINTMENTS.**

- A. **Item deleted.**
- B. **APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT ROBERT F. COLE TO THE JACKSON TRANSPORTATION AUTHORITY FILLING A CURRENT VACANCY, BEGINNING IMMEDIATELY AND ENDING MARCH 1, 2012.**

Motion was made by Councilmember Breeding and seconded by Councilmember Frounfelker to confirm the recommendation to appoint Mr. Cole. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

### **PUBLIC HEARINGS.**

- A. **PUBLIC HEARING ON THE PROPOSED USE OF THE 2009 JUSTICE ASSISTANCE GRANT (JAG) FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, IN THE AMOUNT OF \$33,121.00.**

Mayor Ludwig opened the public hearing. No one spoke; the Mayor closed the public hearing.

- B. **PUBLIC HEARING ON THE REQUEST FOR TEXT AMENDMENTS TO THE CITY'S ZONING ORDINANCE REGARDING OFF-STREET PARKING STANDARDS AND THE ESTABLISHMENT OF A SPECIAL CLASS OF NONCONFORMITY FOR PARKING. (CITY PLANNING COMMISSION RECOMMENDS APPROVAL.)**

Mayor Ludwig opened the public hearing. No one spoke; the Mayor closed the public hearing.

**1. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 28, SECTIONS 28-106 (d), AND ADDING (g), CITY CODE, REGARDING OFF-STREET PARKING REQUIREMENTS.**

Motion was made by Councilmember Frounfelker and seconded by Mayor Ludwig to approve the ordinance and place it on the next regular Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**RESOLUTIONS.**

**A. CONSIDERATION OF A RESOLUTION RECOGNIZING STANTON CHARITY FOR CHILDREN AS A NONPROFIT ORGANIZATION OPERATING IN THE COMMUNITY FOR THE PURPOSE OF OBTAINING CHARITABLE GAMING LICENSES.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Breeding to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**B. CONSIDERATION OF A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR SERVICES PROVIDED BY THE JACKSON POLICE DEPARTMENT.**

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 Ludwig and Councilmembers Breeding, Howe and Frounfelker—4. Nays: Councilmember Gaiser--1. Absent: Councilmembers Greer and Polaczyk—2.

**C. CONSIDERATION OF A RESOLUTION AMENDING THE 2008-2009 STREET LIGHTING FUND BUDGET TO REFLECT AN INCREASE IN THE AMOUNT OF \$90,921.00, FOR ADDITIONAL EXPENDITURES FOR THE CITY'S STREET LIGHTING, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY ENGINEER.**

Motion was made by Councilmember Frounfelker and seconded by Mayor Ludwig to adopt the resolution. Not receiving the required 4 affirmative votes, the motion FAILED adoption by the following vote. Yeas: Mayor Ludwig and Councilmembers Howe and Frounfelker—3. Nays: Councilmembers Breeding and Gaiser--2. Absent: Councilmembers Greer and Polaczyk—2.

**ORDINANCES.**

**A. FINAL ADOPTION OF ORDINANCE NO. 2009.9, AMENDING CHAPTER 16, ARTICLE XII, SECTIONS 16-331 THROUGH 16-360, CITY CODE, UPDATING**

**PROVISIONS OF THE PAWNBROKERS, SECONDHAND DEALERS, AND JUNKYARD OPERATORS ORDINANCE.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Breeding to adopt Ordinance No. 2009.9. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**1. RESOLUTION ESTABLISHING A FEE SCHEDULE FOR PAWNBROKERS, SECONDHAND DEALERS, AND JUNKYARD OPERATORS LICENSES.**

Motion was made by Councilmember Breeding and seconded by Councilmember Frounfelker to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**B. FINAL ADOPTION OF ORDINANCE NO. 2009.10, AMENDING CHAPTER 16, SECTIONS 16-16 AND 16-17, CITY CODE, REGARDING THE CITY CLERK'S AUTHORITY TO SUSPEND OR REVOKE A LICENSE AND PROCESS FOR APPEAL.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Gaiser to adopt Ordinance No. 2009.10. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**OTHER BUSINESS.**

**A. CONSIDERATION OF THE FOLLOWING REQUESTS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT REGARDING THE 2009-2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT:**

**1. APPROVAL OF THE ALLOCATION OF AN ADDITIONAL \$2,801.00 IN CDBG FUNDS;**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Breeding to approve the allocation of additional funds. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**2. APPROVAL OF THE REVISED SUBRECIPIENT AGREEMENT, AND AUTHORIZATION FOR THE CITY ATTORNEY TO MAKE ANY MINOR MODIFICATIONS AS NEEDED, AND**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Gaiser to approve the revised subrecipient agreement and authorize the City Attorney to make any minor modifications as needed. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**3. AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE SUBRECIPIENT AGREEMENTS.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Gaiser to authorize the Mayor and City Clerk to execute the subrecipient agreements. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser and Frounfelker—5. Nays: 0. Absent: Councilmembers Greer and Polaczyk—2.

**B. CONSIDERATION OF THE RECOMMENDATION TO ESTABLISH A FIVE (5) PERCENT INTEREST RATE ON SPECIAL ASSESSMENTS, AND PREPARATION OF AN ANALYSIS OF ESTIMATED INTEREST RATES ON BONDS TO BE PRESENTED TO THE CITY COUNCIL EACH TIME THE COUNCIL LEVYS SPECIAL ASSESSMENTS IN ORDER TO ESTABLISH THE INTEREST RATE ON ASSESSMENTS AT THE TIME OF THE LEVY, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY MANAGER AS REQUESTED BY THE CITY COUNCIL AT THE MAY 26, 2009, CITY COUNCIL MEETING.**

Motion was made by Councilmember Frounfelker and seconded by Mayor Ludwig to approve the recommendation. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe and Frounfelker—4. Nays: Councilmember Gaiser—1. Absent: Councilmembers Greer and Polaczyk—2.

**NEW BUSINESS.**

None.

**CITY COUNCILMEMBERS' COMMENTS.**

Councilmember Gaiser wanted the residents of Hibbard Avenue to know that the City Manager is looking into the problem with the drainage.

Councilmember Frounfelker inquired about the status of the “lawn-mowing dilemma.” The City Manager responded with an update on the contractor and the possibility of using summer help provided by Michigan Works!

Councilmember Breeding stated he will not be able to attend the July 14, 2009, Council meeting and would like to be present when the proposed Civil Rights Ordinance is considered. The Mayor responded that consideration of the proposed ordinance will be moved to a meeting when all Councilmembers can be present.

He also discussed that he had spoken to two people who informed him that the stimulus money can be used to finance 100% of street projects and inquired why the City is assessing property owners for the Jackson Street project.

**CITY MANAGER'S COMMENTS.**

City Manager Ross stated information has been put together on the Acme building for the State Historic Preservation Office and this information is available for review by the public in the Community Development Department. The City is working with Congressman Schauer's office to forward that information to the State for their action.

He discussed a special meeting for Council to consider the Charter Review Committee recommendations and suggested the Mayor call a special meeting for July 7.

He referred to information from the Michigan Municipal League on revenue sharing. Another cut could cost us \$850,000 to \$900,000. The MML is holding a press conference and lobbying session tomorrow.

Mr. Ross stated that he has worked in this business for 39 years, with 33 years as a Manager. He will be 62 years old in October and eligible to retire. His contract provides that he give 90 days notice and he is planning to retire before the end of this year. He will look at working with the Council, as Manager, while they do a search. The earliest he is looking at is the 1<sup>st</sup> part of October and the latest would be by the end of the year. He wants to work with the Mayor and others to work out the final details. He will submit a letter at the end of the week outlining his thoughts. He believes it will take longer than 90 days to do a recruitment and he is certainly available to stay. As long as he is here he will continue to work for the Council.

Motion was made by Councilmember Breeding and seconded by Councilmember Gaiser to refer the City Manager's intent and his letter/documentation to the Rules & Personnel Committee for a possible recommendation as to how to proceed.

Motion was made by Councilmember Gaiser and seconded by Councilmember Breeding to amend the motion that if this matter is referred to the Rules & Personnel Committee, they will meet within 15 days. The motion FAILED adoption by the following vote. Yeas: Councilmembers Breeding and Gaiser—2. Nays: Mayor Ludwig and Councilmembers Howe and Frounfelker—3. Absent: Councilmembers Greer and Polaczyk—2.

The main motion was then voted on and FAILED adoption by the following vote. Yeas: Councilmember Breeding—1. Nays: Mayor Ludwig and Councilmembers Howe, Gaiser and Frounfelker—4. Absent: Councilmembers Greer and Polaczyk—2.

#### **ADJOURNMENT.**

No further business being presented, Mayor Ludwig adjourned the meeting at 8:12 p.m.

Lynn Fessel  
City Clerk

**JACKSON CITY COUNCIL  
SPECIAL MEETING MINUTES  
JULY 7, 2009**

**CALL TO ORDER.**

The Jackson City Council met in special session in the City Council Chambers and was called to order by Mayor Jerry F. Ludwig at 7:03 p.m.

**ROLL CALL.**

Present: Mayor Jerry F. Ludwig 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: City Manager William R. Ross, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

**ADOPTION OF THE AGENDA.**

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

**CONSIDERATION OF THE RECOMMENDATIONS OF THE CHARTER REVIEW COMMITTEE.**

Councilmembers stated their preferences for placing the proposed charter amendments on future election ballots as follows:

Councilmember Breeding: Nos. 1, 13, 16, 19 and 20. No. 5 with the addition of “or shall be consistent with the state election law.”

Councilmember Howe: Nos. 16 and 8.

Councilmember Greer: Nos. 5, 7, 16 and 17.

Councilmember Gaiser: Passed and noted that he would like to see all of the proposed amendments considered.

Councilmember Frounfelker: Nos. 5, 7, 12, 14, 15, 16, 17, 20, 21 and 22.

Councilmember Polaczyk: Nos. 3, 4, 5, 7, 13, 14, 15, 16, 17, 18, 20, 21 and 22.

Mayor Ludwig: Nos. 10, 11, 16, 8, 5 and 7.

Motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to place Nos. 5 and 7 on the ballot in order to comply with state election law.

Motion was made by Councilmember Breeding and seconded by Councilmember Frounfelker to amend the motion to include the wording “ or consistent with State Election Law. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

The main motion, as amended, was voted on and adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

City Attorney Giglio will prepare the appropriate resolutions for Council consideration at their July 14, 2009, meeting. Every attempt will be made to meet the August 25 deadline to place these proposals on the November 3, 2009, General Election ballot.

Motion was made by Councilmember Breeding and seconded by Councilmember Howe to place No. 1 on a future ballot. The motion FAILED adoption by the following vote. Yeas: Councilmembers Breeding, Gaiser and Frounfelker—3. Nays: Mayor Ludwig and Councilmembers Howe, Greer and Polaczyk—4. Absent: 0.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Polaczyk to direct the City Attorney to prepare ballot language for the next election after November 3, 2009, for Nos. 11, 16, 17 and 20.

Motion was made by Councilmember Greer and seconded by Mayor Ludwig to divide the question and vote separately on the proposed amendments. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser and Polaczyk—6. Nays: Councilmember Frounfelker—1. Absent: 0.

Motion was made by Councilmember Howe and seconded by Councilmember Frounfelker to direct the City Attorney to prepare ballot language for No. 11 for the next election after November 3, 2009. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Howe, Greer, Gaiser, Frounfelker and Polaczyk—6. Nays: Councilmember Breeding—1. Absent: 0.

Motion was made by Councilmember Polaczyk and seconded by Mayor Ludwig to direct the City Attorney to prepare ballot language for No. 16 for the next election after November 3, 2009. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Howe, Greer, Gaiser, Frounfelker and Polaczyk—6. Nays: Councilmember Breeding—1. Absent: 0.

Motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to direct the City Attorney to prepare ballot language for No. 17 for the next election after November 3, 2009. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

Motion was made by Councilmember Polaczyk and seconded by Councilmember Frounfelker to direct the City Attorney to prepare ballot language for No. 20 for the next election after November 3, 2009. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Gaiser, Frounfelker and Polaczyk—5. Nays: Councilmembers Howe and Greer--2. Absent: 0.

Motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to not send any other proposals until Nos. 5, 7, 11, 16, 17, and 20 come back from the City Attorney and the Council has a chance to review them for the November or next election ballot and then they can address the other 15 at that point. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

#### **CONSIDERATION OF THE CITY MANAGER'S RESIGNATION.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Howe to receive and accept the formal written announcement from Mr. Ross.

Motion was made by Councilmember Greer and seconded by Councilmember Gaiser to amend the motion to follow the City Council rules for selecting appointed officials (forwarded to the City Council the day after the last Council meeting). The motion FAILED adoption by the following vote. Yeas: Councilmember Greer—1. Nays: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser, Frounfelker and Polaczyk—6. Absent: 0.

The main motion was voted on and adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

#### **ADJOURNMENT.**

No further business being presented, a motion was made by Councilmember Howe and seconded by Councilmember Breeding to adjourn the meeting. The Mayor adjourned the meeting at 8:14 p.m.

Lynn Fessel  
City Clerk



City Clerk

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

July 8, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Angela Arnold, Deputy City Clerk   
**RE:** Pedal & Tour Fitness – Memorial Bike Ride

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Pedal and Tour Fitness is requesting approval of a memorial bike ride on city streets, with police assistance on Saturday, August 1, 2009. The route will start at 225 N. Jackson Street to Ella Sharp Park and return to the starting point.

Recommended approvals have been received from the Police, Fire, Traffic Engineering, Parks/Forestry and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received.

Please place this request on the Council's July 14th consent calendar for their consideration.

Attachment



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: 6/10/09 Time: 3:15 By: A. Arnold

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: P+T Fitness Inc (Pedal & Tour)

Organization Address: 225 N. Jackson ST Jackson 49201

Organization Agent: George Webster Title: \_\_\_\_\_

Phone: Work 789-6362 Home 812-9627 During event 812-9627

Agent's Address: 3745 Sargent Rd

Agent's E-Mail Address: george@pandtfitness.com

Event Name: Mike Webster Memorial Ride

Please give a brief description of the proposed special event: Fund Raising Bike Ride for the Relay for Life. Different length loops starting & ending at P+T, Group ride is only at the start.

Event Day(s) & Date(s): 8/1/09 Event Time(s): Start 9:00 AM End approx 3pm

Set-Up Date & Time: None Tear-Down Date & Time: None

Event Location: P+T fitness ?

ANNUAL EVENT: Is this event expected to occur next year?  YES NO How many years has this event occurred? 1st

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

STREET CLOSURES: Start Date/ Time: \_\_\_\_\_ through Date/ Time: \_\_\_\_\_

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

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

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES  NO  
If yes, are liquor license and liquor liability insurance attached? YES NO  
If yes, what time? \_\_\_\_\_ until \_\_\_\_\_



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

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 100? - 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? 3 In Store  
 As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)  
Police escort for Mass Start from Pot to Ella Sharp Park. After start riders will ride at their own pace and spread out

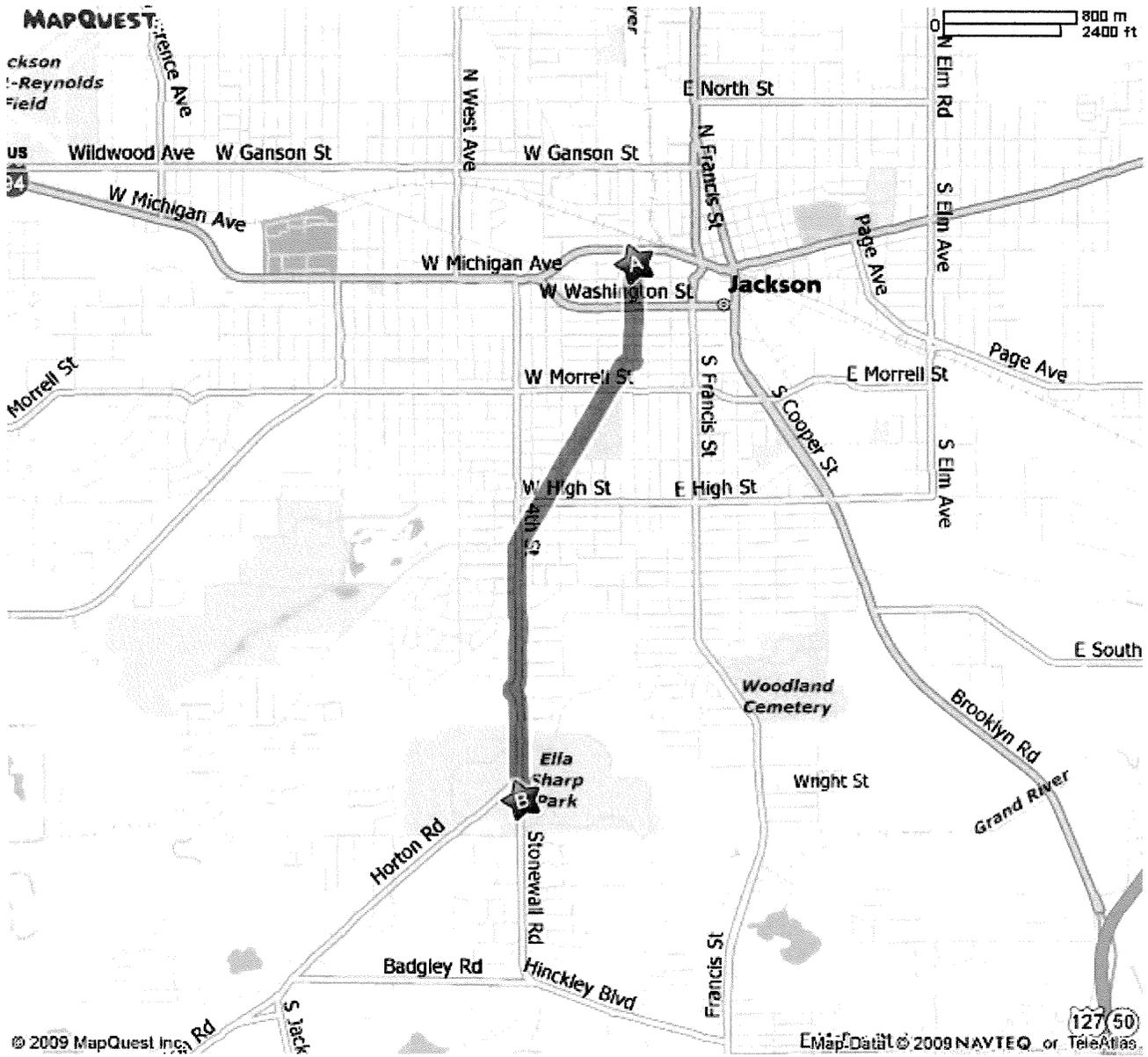
**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson as an additional insured party on the policy. A sponsor of a Low Hazard event may request that City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

**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.

6/9/09  
 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



**CITY OF JACKSON**  
**SPECIAL EVENT APPLICATION – Page 3**  
City Clerk's Office \* 161 W. Michigan Avenue \* Jackson, MI 49201  
(517) 788-4025

Event Title: Mike Webster Memorial Bike Ride – Saturday, August 1, 2009

**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</u>	Recommend Approval: <u>YES</u> NO	Est. Economic Impact: \$ <u>-0-</u>
Fire Dept.: <u>L. Bosell</u>	Recommend Approval: <u>YES</u> NO	Est. Economic Impact: \$ <u>-0-</u>
Traffic Eng.: <u>R. Dietz</u>	Recommend Approval: <u>YES</u> NO	Est. Economic Impact: \$ <u>-0-</u>
Public Services: <u>S. Porter</u>	Recommend Approval: <u>YES</u> NO	Est. Economic Impact: \$ <u>-0-</u>
Parks/Forestry: <u>T. Steiger</u>	Recommend Approval: <u>YES</u> NO	Est. Economic Impact: \$ <u>-0-</u>
DDA: <u>J. Greene</u>	Recommend Approval: <u>YES</u> 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: 7/7/2009 Insurance Approved: 7/8/2009

City Council Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Approval/Denial Mailed: \_\_\_\_\_



City Clerk

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

July 8, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Angela Arnold, Deputy City Clerk *Angela*  
**RE:** Midtown Association - Taste of Jackson Food and Arts

The Midtown Association is requesting to hold Taste of Jackson Food and Arts on Saturday, August 15, 2009 beginning at 1:00 p.m., with use of Mechanic Street between Washington and Cortland. Midtown will sell tickets for food samples provided by restaurants, and local artists will display and sell their art. Midtown Association is holding this event in conjunction with the Crazy Cowboy's NASCAR event and City Council approved the street closure(s) at their May 26<sup>th</sup> meeting.

Recommended approvals have been received from the Police, Fire, Traffic Engineering and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received.

Please place this request on the Council's July 14th consent calendar for their consideration.

Attachment

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: 4/13/09 Time: 11 AM By: A Arnold

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: Midtown Association

Organization Address: PO Box 1668 Jackson MI 49204

Organization Agent: Kathryn Keersmaecker Title: BOD

Phone: Work \_\_\_\_\_ Home 7843202 During event 784 879 7767

Agent's Address: 901 OAKRIDGE DR JACKSON 49203

Agent's E-Mail Address: Kate Keers@hotmail.com

Event Name: Taste of Jackson Food and Arts

Please give a brief description of the proposed special event: Restaurants will provide food samples and local artist will display & sell their art. Midtown will sell tickets for the food samples

Event Day(s) & Date(s): Aug 15, 09 Event Time(s): 1-4 PM

Set-Up Date & Time: 8/15/09 Tear-Down Date & Time: 8/15/09 5 PM

Event Location: Mechanic Street between Washington Cortland

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

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: Aug 14 through Date/ Time: Aug 15

In conjunction with CRAF Cowbag  
RESERVED PARKING: Are you requesting reserved parking? YES  NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

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

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

If yes, are liquor license and liquor liability insurance attached? YES  NO

If yes, what time? \_\_\_\_\_ until \_\_\_\_\_

**ENTERTAINMENT:** Are there any entertainment features related to this event? YES NO  
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? 1000

**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.)  
electricity @ poles for some food vendors

**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:  
DAVID RRAFT - RRAFT Agency

**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.

4/13/09  
Date

Kathryn Keenmakers  
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: Taste of Jackson Food and Arts – Saturday, August 15, 2009

**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</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
Fire Dept.: <u>L. Bosell</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
Traffic Eng.: <u>R. Dietz</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
Public Services: <u>S. Porter</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
Parks/Forestry: <u>N/A</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
DDA: <u>J. Greene</u>	Recommend Approval: <u>YES</u>	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: 7/7/2009 Insurance Approved: 7/8/2009

City Council Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Approval/Denial Mailed: \_\_\_\_\_



City Clerk

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

July 8, 2009

**TO:** William R. Ross, City Manager

**FROM:** Angela Arnold, Deputy City Clerk *Angela*

**RE:** Mentoring Awareness March

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Mentoring Network of Jackson County is requesting police assistance for their annual Mentoring Awareness March on Saturday, July 18, 2009, beginning at 10:00 a.m. The march will begin at 500 Griswold Street and conclude at Ella Sharp Park.

Recommended approvals have been received from the Police, Fire, Traffic Engineering, and the Parks/Forestry Departments. Proper insurance coverage has been received.

Please place this request on the Council's July 14th consent calendar for their consideration.

Attachment



**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:** 7/7/09 **Time:** 10 AM **By:** A. Arnold

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: Mentoring Network of Jackson Co.  
 Organization Address: 110 Lincoln Ct. Jackson MI 49203  
 Organization Agent: THOMAS K. BURKE Title: ORGANIZER / CHAIR  
 Phone: Work 517-841-3103 Home 517-784-3040 During event 517-416-3758  
 Agent's Address: 110 LINCOLN CT. JACKSON, MI 49203  
 Agent's E-Mail Address: stone616@hotmail.com  
 Event Name: MENTORING AWARENESS MARCH  
 Please give a brief description of the proposed special event: THIS EVENT WILL KICKOFF AT THE JACKSON ARTS AND TECHNOLOGY ACADEMY, WHERE THE REGISTRATION, SPEAKERS AND T-SHIRT GIVEAWAY BEGINS. THE MARCH WILL PROCEED TO ELLA SHARPE PARK AND MEET WITH THE HRC COMMUNITY PICNIC.  
 Event Day(s) & Date(s): SATURDAY 07/18/2009 Event Time(s): 10:00 - 12:00  
 Set-Up Date & Time: 07-18-2009 / 0930 Tear-Down Date & Time: 07/18/2009 - 12:00P  
 Event Location: JACKSON ARTS AND TECHNOLOGY ACADEMY & ELLA SHARPE PARK

**ANNUAL EVENT:** Is this event expected to occur next year?  YES  NO How many years has this event occurred? 2

**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 07/18/2009-10:30<sup>A</sup> through Date/ Time: 07/18/2009-10:45<sup>A</sup>

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

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

**DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT?** YES  NO   
 If yes, are liquor license and liquor liability insurance attached? YES  NO   
 If yes, what time? \_\_\_\_\_ until \_\_\_\_\_



**ENTERTAINMENT:** Are there any entertainment features related to this event? YES  **NO**   
 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? 125

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

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

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)  
police Dept. Assist. AND Street closures, (Help to maintain traffic while marchers cross the street)

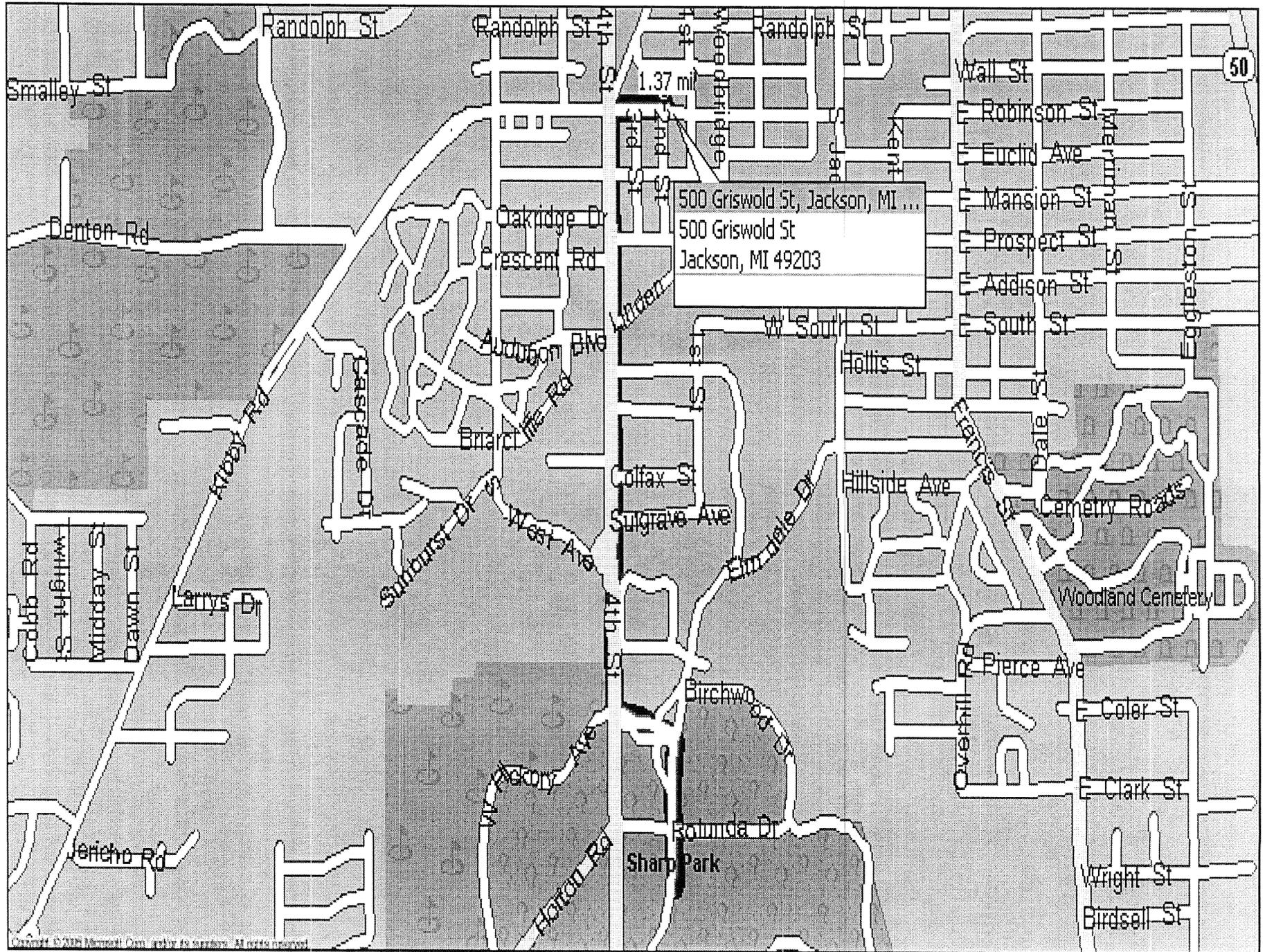
**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson as an additional insured party on the policy. A sponsor of a Low Hazard event may request that City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

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

07/07/2009  
 Date

Thomas K. Burk  
 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



500 Griswold St, Jackson, MI ...  
500 Griswold St  
Jackson, MI 49203

**CITY OF JACKSON**  
**SPECIAL EVENT APPLICATION – Page 3**  
City Clerk's Office \* 161 W. Michigan Avenue \* Jackson, MI 49201  
(517) 788-4025

Event Title: Mentoring Awareness March – Saturday, July 18, 2009

**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: C. Simpson Recommend Approval: YES NO Est. Economic Impact: \$ -0-  
Fire Dept.: L. Bosell Recommend Approval: YES NO Est. Economic Impact: \$ -0-  
Traffic Eng.: R. Dietz Recommend Approval: YES NO Est. Economic Impact: \$ -0-  
Public Services: N/A Recommend Approval: YES NO Est. Economic Impact: \$ -0-  
Parks/Forestry: E. Terrain Recommend Approval: YES NO Est. Economic Impact: \$ -0-  
DDA: N/A Recommend Approval: YES NO Est. Economic Impact: \$ -0-

Have businesses been notified for street closures?: YES NO

Reason for disapproval: \_\_\_\_\_

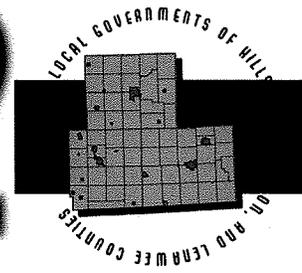
Any special requirements/conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance/Indemnification Received: 7/7/2009 Insurance Approved: 7/8/2009

City Council Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Approval/Denial Mailed: \_\_\_\_\_

# Region 2 Planning Commission



INVOICE NO. 3012

DATE: July 2, 2009

TO: Mr. William Ross, City Manager  
 City of Jackson ( 364 J)  
 161 W. Michigan Avenue  
 Jackson, MI 49201

cc: Phil Hones, CPA

DESCRIPTION		
Planning Services for June 2009		
Historic District		\$ 753.09
Zoning Administration		1,758.94
Zoning Ordinance Rec/Information		3,447.78
Zoning Appeals/Variances		2,351.13
Metro Parks Study		1,083.79
Metro Parks Plan		(0.95)
Refer to the attached statement.		
Balance Due Region 2 Planning Commission.		\$ 9,393.78



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

**DATE:** July 6, 2009  
**TO:** William R. Ross, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** TCO 2019, Traffic Signal Operation at Jackson and Pearl Street

The Department of Engineering has prepared the following Traffic Control Order (TCO) No. 2019 for traffic signal in operation at the intersection of Jackson and Pearl Street. This action is a housekeeping action, as the signal was approved for operation by City Council at their May 22, 2003 meeting. However, a TCO was not generated at that time, and the last TCO on record for that intersection is to remove the signal.

With your concurrence, I request the above Traffic Control Order be placed on the Council Agenda for its meeting on July 14, 2009. If you have any questions or concerns, please do not hesitate to contact me directly.

c: Randall T. McMunn  
Bob Dietz  
Matt Heins  
Larry Bosell

**CITY OF JACKSON, MICHIGAN**  
**TRAFFIC ENGINEERING DIVISION**  
**Traffic Control Order No.2019**

**LOCATION:** Jackson and Pearl Streets

**DATE:** July 6, 2009

**ASSIGNED TO:** Engineering

**TCO DESCRIPTION**

As a matter of housekeeping generate a Traffic Control Order for the traffic signal in operation at the intersection of Jackson and Pearl Streets.

BY JON H. DOWLING, P.E.

**RECOMMENDATION**

Traffic at the intersection of Jackson and Pearl Streets shall be controlled by a traffic signal. This action shall also rescind TCO 1821.

**APPROVED**

**REJECTED**

**DATE:**

BY CITY COUNCIL

**WORK ASSIGNMENT:** To Sign Shop

**DATE:**

**TO:**

BY JON H. DOWLING, P.E.

**MATERIAL USED**

Posts

Stop

Time Limit

No Parking

Loading Zone

One Way

Yield

Paint

Other

**ASSIGNMENT COMPLETED**

**DATE:**

**BY: Sign Shop**

**WORK INSPECTED**

**REMARKS:**

**DATE:**

**BY: Jon H. Dowling, P.E., City Engineer'**

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

**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 23, 2009

**TO:** Honorable Mayor and City Council

**FROM:** Julius A. Giglio, City Attorney

**RE:** Rita Buckner –vs- City of Jackson

Attached please find Summons and Complaint filed by Rita Buckner against the City concerning a pedestrian accident. The requisite action is receipt, and referral to the City Attorney's office for appropriate response. If you have any questions, please feel free to call.

JG/cr  
Enc.



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF JACKSON

RITA BUCKNER,

Plaintiff,

VS.

CASE NO: 09 1756 NO

CITY OF JACKSON, a Municipal  
corporation,

Hon. Thomas D Wilson

P42371

Defendant.

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There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this Court.

---

STUART EISENBERG P-13133  
Attorney for Plaintiff  
615 Griswold, Suite 1325  
Detroit, Michigan 48226  
(313) 964-5010

**COMPLAINT**

NOW COMES the above-named Plaintiff, Rita Buckner, by and through her attorneys, STUART EISENBERG, P.C., and for her cause of action against the Defendant herein, states as follows:

1. That your Plaintiff, Rita Buckner, is a resident of the City of Jackson, County

of Jackson, State of Michigan.

2. That the Defendant, City of Jackson, is a Municipal corporation, established by virtue of the laws of the State of Michigan, and at all relevant times was responsible to maintain, repair and upkeep the streets and streets within said City of Jackson.

3. That proper notice of this incident was sent to Defendant by certified mail on April 3, 2009.

4. That the amount in controversy exceeds \$25,000.00.

5. That at all times herein mentioned, and at the time of the commission of the grievance by the Defendant herein, on March 23, 2009, and the sustaining of injuries by your Plaintiff, as hereinafter alleged, the Defendant owed a duty to the public, including your Plaintiff, to maintain, upkeep and repair the streets of the City of Jackson, and every part therein, in reasonably safe and proper condition and was obligated to fill, cover, barricade and/or abate any hazard, danger or nuisance it created, and that the Defendant induced the public and your Plaintiff to believe that said streets were in good condition, reasonably safe, and in a fit condition to walk over and stand upon and that said streets which persons would travel would be in such condition that they would not be in any danger or susceptible to sustaining damages therein in any way whereby any injuries might be sustained as a result of any defective condition or conditions on the surfaces thereof.

6. That in reliance on Defendant, and feeling assured she would not encounter any difficulty or danger, and would not sustain any damages, your Plaintiff, Rita Buckner, was crossing West Avenue on the northwest corner, at its intersection with Wildwood, when she tripped and fell on a pot hole in the street.

7. That at all times herein mentioned, Plaintiff was in the exercise of due care and caution and free from negligence on her part.

8. That the carelessness, recklessness and negligence of the Defendant, in violation of MCLA 691.1402, consisted of the following:

A. In failing and neglecting to attend to and see that the surfaces of the streets within the City were in a reasonably safe and proper condition for persons lawfully on them, including your Plaintiff.

B. In failing to attend to and see to it that the said streets were free from any defects and free from any conditions which would render them dangerous or unsafe;

C. In allowing said streets to remain, when the Defendant knew or in the exercise of reasonable care should have known that said streets were dangerous and would be dangerous for persons who attempted to travel upon them;

D. In failing to correct defects on the streets when Defendant knew or in the exercise of reasonable care should have known that said streets would be dangerous for persons attempting to travel upon them;

E. In failing to give notice and to warn persons that said surfaces were dangerous and unsafe for the general public to travel upon, including the failure to barricade and/or block off and/or cover the subject defective condition.

F. Otherwise beached its duties owed under the circumstances.

9. That as a proximate result of the negligence of the Defendant herein, as aforesaid, your Plaintiff, Rita Buckner, sustained serious personal injuries, including but not limited to fractures to her right hand and left elbow, along with other severe injuries,

which injuries have caused and in the future will permanently continue to cause her great pain, suffering, disability, disfigurement, embarrassment, humiliation, mortification, fright, shock, mental anguish, loss or impairment of social and/or recreational activities and pleasures, and loss or impairment of wages and earning capacity.

10. That in the event that it is discovered that Plaintiff was suffering from a pre-existing condition, whether congenital or caused by disease, injury or trauma, it is further alleged that said injuries caused by the negligence of the Defendant herein, aggravated said condition.

11. That as a result of the injuries sustained by your Plaintiff, all because of the negligence of the Defendant herein, your Plaintiff has been and in the future will continue to be compelled to expend large sums of money for medical care and treatment.

WHEREFORE, your Plaintiff, Rita Buckner, prays for a judgment against the Defendant herein in a sum which reasonably and adequately compensates for her injuries and damages sustained, together with interest, costs and attorney fees.

STUART EISENBERG P.C.



STUART EISENBERG P-13133

Attorney for Plaintiff

615 Griswold, Suite 1325

Detroit, Michigan 48226

(313) 964-5010

**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**  
July 1, 2009

**TO:** Honorable Mayor and City Council

**FROM:** Julius A. Giglio, City Attorney

**RE:** Carol Worthy -vs- City of Jackson

Attached please find Summons and Complaint filed by Carol Worthy against the City. The requisite action is receipt, and referral to the City Attorney's office for appropriate response. If you have any questions, please feel free to call.

JG/cr  
Enc.

STATE OF MICHIGAN  
JUDICIAL DISTRICT  
4<sup>th</sup> JUDICIAL CIRCUIT

SUMMONS AND COMPLAINT

CASE NO.  
09-1938-NO  
Honorable

Court Address  
Jackson County Building, 312 S. Jackson St., Jackson, MI 49201

Hon Thomas D Wilson

Plaintiff name(s), address(es) and telephone no(s).

Carol Worthy  
517 Webb  
Jackson, Michigan 49202  
517-917-2091

242371

Plaintiff attorney, bar no., address, and telephone no.

John H. Bredell (P36577)  
119 North Huron Street  
Ypsilanti, Michigan 48197-2516  
(734) 482-5000

Defendant name(s), address(es), and telephone no(s).

City of Jackson  
c/o Lynn Fessel, City Clerk  
City of Jackson Clerk's Office  
City Hall, 1<sup>st</sup> Floor  
161 W. Michigan Avenue  
Jackson, Michigan 49201-1324  
(517) 788-4025

v

RECEIVED  
CITY OF JACKSON  
JUN 20 2009  
CLERK'S OFFICE

**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 an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
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 6/20/09	This summons expires: 9/25/09	Court clerk Linda S. ... Deputy County Clerk
-------------------	----------------------------------	--

\*This summons is invalid unless served on or before its expiration date.

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 \_\_\_\_\_ The docket number and assigned judge are:

(Name of court)

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

This action  remains  is no longer pending.

VENUE

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

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date  
June 26, 2009

Signature of attorney

**COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.**  
If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangements.

303

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF JACKSON

CAROL WORTHY,

Plaintiff,

File No. 09-1938 -NO

-vs-

Hon.

Hon. Thomas D. Wilson

CITY OF JACKSON,

P42371

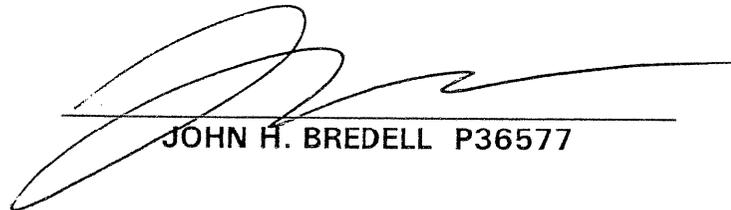
Defendant.

JACKSON COUNTY CLERK  
JUN 26 PM 2:00  
FILED

John H. Bredell (P36577)  
Attorney for Plaintiff  
**Bredell and Bredell**  
119 North Huron Street  
Ypsilanti, Michigan 48197  
(734) 482-5000  
[jbredell@bredell.com](mailto:jbredell@bredell.com)

**COMPLAINT**

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

  
\_\_\_\_\_  
JOHN H. BREDELL P36577

## COMPLAINT

Plaintiff, Carol Worthy, through her attorneys, **Bredell and Bredell**, and for her Complaint, says as follows:

### COMMON AND JURISDICTIONAL ALLEGATIONS

1. Plaintiff is a resident of the City of Jackson, State of Michigan.
2. Defendant, City of Jackson, is a municipal corporation located in the County of Jackson, State of Michigan.
3. The amount in controversy is within the jurisdiction of this Court by reason of a claim for damages in whatever amount in excess of Twenty-five Thousand (\$25,000.00) Dollars, Plaintiff is found to be entitled by the finders of fact.
4. At all times relevant herein, the Defendant exclusively owned, and had exclusive jurisdiction over, Wesley Street, at or near the Jackson County Courthouse, in Jackson, Michigan.
5. On or about August 23, 2007, Plaintiff, Carol Worthy, while walking upon the improved portion of the roadway, on Wesley Street, near the Jackson County Courthouse, encountered a pot-hole, which caused and proximately caused her to fall and sustain injuries.
6. Defendant, City of Jackson, is not governmentally immune from this suit, pursuant to MCL 691.1402, the highway exception to governmental immunity.

WHEREFORE, Plaintiff seeks damages in whatever amount in excess of Twenty-five Thousand (\$25,000.00) Plaintiff is found to be entitled by the finders of fact, plus interest, costs and attorney fees.

**COUNT I**

**BREACH OF STATUTORY DUTY**

6. Plaintiff incorporates all prior allegations as if fully set forth herein.
7. Pursuant to MCL 691.1402, The Defendant had a duty statutory duty to the Plaintiff to inspect, maintain, repair and eliminate defects and hazards on its streets and highways, so as to render the street and highway in reasonable repair, and in a condition safe and convenient for public travel, including pedestrian travel.
8. The Defendant breached the following duties to the Plaintiff:
  - a. Failed to reasonably inspect, discover, and repair potholes and irregularities on Wesley Street;
  - b. Failed to warn the Plaintiff of the conditions stated above.
9. As a direct and proximate result of the breach of statutory duty by the Defendant, the Plaintiff, while walking across Wesley Street, did step into the pothole, causing her to fall and to sustain serious injury.

WHEREFORE, Plaintiff seeks damages in whatever amount in excess of Twenty-five Thousand (\$25,000.00) Plaintiff is found to be entitled by the finders of fact, plus interest, costs and attorney fees.

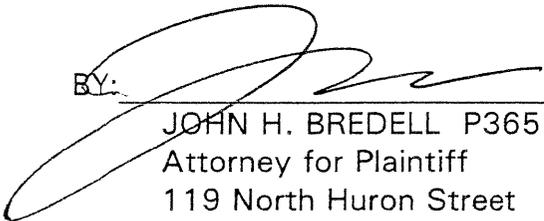
## DAMAGES

10. As a direct and proximate result of the breach of statutory duty, and acts and omissions of the Defendant, the Plaintiff suffered serious injury, and/or aggravated pre-existing conditions, and may in the future suffer mental anguish, pain and suffering, injuries and limitations, some of which said injuries are, but not exclusively, as follows:

- a. injuries to Plaintiff's spine, shoulders, clavicle, foot, neck, hip and head;
- b. bulging cervical disks, and torticollis;
- c. soft tissue injuries and abrasions;
- d. Medical expenses;
- e. Pain, suffering and mental anguish;
- f. Hedonic damages;
- g. Loss of service.
- h. Other injuries as become apparent and known, and as are reflected in Plaintiff's medical records.

WHEREFORE, Plaintiff seeks damages in whatever amount in excess of Twenty-five Thousand (\$25,000.00) Plaintiff is found to be entitled by the finders of fact, plus interest, costs and attorney fees.

**BREDELL AND BREDELL**

BY: 

JOHN H. BREDELL P36577  
Attorney for Plaintiff  
119 North Huron Street  
Ypsilanti, Michigan 48197  
(734) 482-5000

Dated: June 25, 2009



# 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: July 8, 2009

To: Building Code Board of Examiners and Appeals Members

From: Frank Donovan, Chief Building Official

Subject: Dangerous Building Report

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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) 2009
Page 9 - 19	Condemned Properties (Dangerous and Unsafe) 2008
Page 20 - 21	Hazardous Properties (Secured and Released)
Page 22	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**

		Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	YTD Total
CONDEMNED PROPERTIES (DANGEROUS AND UNSAFE)	2009	1	6	0	1	6	2	16
CONDEMNED PROPERTIES (DANGEROUS AND UNSAFE)	CARRIED OVER FROM 2008							24

**Total Condemned properties on report 38**

CONDEMNED PROPERTIES THAT HAVE BEEN REPAIRED	2	6	4	4	1	1	18
CONDEMNED PROPERTIES THAT HAVE BEEN DEMOLISHED	0	3	1	3	1	4	12

HAZARDOUS PROPERTIES (OPEN AND ACCESSIBLE)	5	9	2	5	9	10	40
UNFIT FOR HUMAN HABITATION (NOTICE TO VACATE)	0	2	1	2	1	1	7

This page has been revised to provide an accurate count of the properties that have been condemned each month this year, and those carried over from 2008. The balance of the report has remained the same but we broke the categories out for easier reading.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>511 W Biddle St (3-1925)</b> Montez/Jennifer Smith Garage	02/20/09 Foundation has caved from underneath north, south and west walls. Wall framing not supported or bearing on foundation.	02/20/09 Condemned garage. 02/26/09 Notice and Order mailed to owner(s). Owner was given 45 days to complete repairs. 04/13/09 reinspection conducted, owner pulled demolition permit.  Permit Information: Demolition permit issued 05/12/09.  Current Status: Property has been demolished, owner given an administrative extension to remove debris. Will only go to the 08/21/09 Building Code Board of Appeals meeting if owner does not complete.
<b>353 N Dwight St (8-0153)</b> Catherine Williams Single Family Dwelling	05/07/09 Fire damage throughout.	05/07/09 Condemned house. 05/14/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs or demolish. 08/17/09 reinspection conducted, owner pulled demolition permit.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 09/18/09 Building Code Board of Appeals meeting if owner does not complete demolition.

## 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
<b>910 Fourth St (3-1519)</b> Mark/Angela Coleman Single Family Dwelling	02/02/09 Fire damage to 2 <sup>nd</sup> floor bedroom and closet area. Attic window above air conditioner unit open and accessible.	02/02/09 Condemned house. 02/17/09 Inspection scheduled for interior of dwelling. 02/26/09 Notice and Order mailed to owner(s). Owner given 1 month to pull permits and 3 months to complete repairs 05/27/09 Reinspection scheduled.  Permit Information: Building permit issued 04/15/09, rough approved 04/20/09. Electrical permit issued 04/17/09; rough approved 05/19/09. Plumbing permit issued 04/17/09, no inspections.  Current Status: Owner was given administrative extension until September 1, 2009. Will only go to the 09/18/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.
<b>514 W Ganson St (2-1131)</b> Michael Caligiuri Garage	<b>06/12/09</b> North rear lean too areas of garage has collapsed. Collapsed roof area has fallen into fence pushing outward to neighboring garage.	06/12/09 Condemned garage. 06/16/09 Notice and Order mailed to owner(s). Owner was given 30 days to complete repairs. 07/20/09 reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 08/21/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>711 Leroy St (8-1454)</b> Mark Zaborowski Garage	05/08/09 South roof area has open voids in roof system. Rafter support system weather damaged and buckling.	05/06/09 Condemned garage. 05/19/09 Notice and Order mailed to owner(s). Owner given 60 days to complete repairs. 07/20/09 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 08/21/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.
<b>113-15 W Mason St (4-0774)</b> Anthony Gittens/Harvey Love Multi-Family Dwelling	05/06/09 South rear foundation wall collapsed. Brick wall falling/collapsing. Interior bearing soil falling away from foundation wall undermining footings length of wall. Front porch support column, wall collapsing.	05/06/09 Condemned house. 05/07/09 Notice and Order mailed to owner(s). Owner given 60 days to complete repairs. 07/17/09 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property scheduled for BCBA hearing 07/17/09.
<b>1204 Mound Ave (3-1837)</b> Marc/Charlene Crance Single Family Dwelling	05/04/09 Fire damage throughout structure.	05/04/09 Condemned house. 05/07/09 Notice and Order mailed to owner(s). Owner given 60 days to pull permits and 6 months to complete repairs. 11/09/09 Reinspection scheduled.  Permit Information: Demolition permit for porch issued 05/05/09; finalized 05/19/09.  Current Status: Property is being monitored by Inspection Division. Will only go to the 12/18/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>416 Oak St (7-0715)</b> Gary Cox Single Family Home	05/22/09 Foundation deteriorated and decayed and structure open and accessible.	05/22/09 Condemned structure. 05/28/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 08/31/09 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 09/18/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.
<b>119 Orange St (7-1139)</b> US Bank NA, Trustee Deck	04/03/09 Rear deck has fallen and is collapsing due to weather damaged material.	04/03/09 Condemned deck. 04/09/09 Notice and Order mailed to owner(s). Owner was given 30 days to have deck demolished. 05/11/09 reinspection conducted revealed no progress.  06/19/09 Staff recommended UPHOLDING Notice and Order. 06/19/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: No permits issued to date.  Current Status: Notice and Order UPHELD, bids for demolition to be requested 07/13/09.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>604 Page Ave (6-0752)</b> Fat Jimmy's LLC Commercial	05/21/09 Property deteriorated and decayed.	05/21/09 Condemned structure. 05/28/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 08/31/09 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 09/18/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.
<b>551 N Pleasant St (8-0297)</b> Dawn Feldpausch Porches	02/02/09 Front and rear porches have structural failure.	02/02/09 Condemned porches. 2/10/09 Notice and Order mailed to owner(s). Owner was given 6 months to complete repairs. 08/10/09 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 09/18/09 Building Code Board of Appeals meeting if 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
<b>326 W Wesley St (4-0300)</b> Christina Wright-Stockard Garage	<b>06/23/09</b> 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. 08/03/09 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 09/18/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.
<b>313 N West Ave (2-0714)</b> Thomas Darrow Garage	05/05/09 Fire damage to garage. 3 walls collapsed and roof system falling.	05/05/09 Condemned garage. 05/07/09 Notice and Order mailed to owner(s). Owner given 30 days to pull permit and demolish structure. 06/08/09 Reinspection revealed no change in status.  Permit Information: No permits issued to date.  Current Status: Property scheduled for BCBA hearing 07/17/09.
<b>1228 Williams St (4-0998)</b> 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 issued 05/08/09.  Current Status: Property is being monitored by Inspection Division. Owner given administrative extension until 09/01/09 to complete. Will only go to the 09/18/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>113 Wren St (5-1030)</b> Bryce Peters Financial Corp Garage	05/29/09 Open holes through roof system. Roof sheeting/rafters damaged by weather.	05/29/09 Condemned garage. 06/05/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 09/08/09 reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will only go to the 10/16/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order.

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**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
<b>320 W Biddle St (4-0549)</b> <b>MoHawk United LLC (new owner)</b> 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: No permits issued to date.  Current Status: Did not receive SHPO clearance, bids for demolition request 05/07/09.
<b>605 W Biddle St (3-1943)</b> Lowe Agnes Pearline Porch	11/26/08 Improper support of porch roof and deteriorated porch roof.	11/26/08 Condemned porch. 12/12/08 Notice and Order mailed to owner(s). 02/19/09 reinspection scheduled.  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 continuing until August for CAA to assist owner in making repairs. 06/19/09 Board continued until the August BCBA hearing.  Permit Information: Building permit issued 06/17/09, no inspections.  Current Status: Property scheduled for BCBA hearing 08/21/09 for reconsideration .

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>726 N Blackstone St (1-0373)</b> Bonnie Thompson Garage	10/29/08 Deteriorated and decayed garage roof.	10/29/08 Condemned garage. 11/04/08 Notice and Order mailed to owner(s). 02/19/09 reinspection conducted. No change in condition.  03/20/09 Staff recommended UPHOLDING Notice and Order. 03/20/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: No permits issued to date.  Current Status: 06/30/09 Property demolished by the City of Jackson.
<b>813 Center St (2-1663)</b> Robert Sorey Single Family Dwelling	12/24/08 Fire damage and open windows on upper level.	12/24/08 Condemned house. 12/30/08 Emergency Order signed. 01/05/09 Property secured by DPW. 01/08/09 Notice and Order mailed to owner(s).  Permit Information: Building permit issued 01/14/09, no inspections. Electrical permit issued 01/07/09; 01/13/09 service approved. Plumbing permit issued 06/05/09, no inspections.  Current Status: Owner was given administrative 90 day extension. Will only go to the 08/21/09 Building Code Board of Appeals meeting if owner does not comply with the Notice and Order. ACT 495 Funds have not been received.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>1019 Chittock Ave (5-0674)</b> Montez/Jennifer Smith Single Family Dwelling	10/29/08 Fire damage and open window on upper level and wall space.	10/29/08 Condemned house. 11/04/08 Emergency Order signed. 11/05/08 Property secured by DPW. 11/12/08 Notice and Order mailed to owner(s). 01/05/09 Reinspection conducted; no change in status.  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: No permits issued to date.  Current Status: Awaiting NSP funds for demolition. ACT 495 Funds have not been received.
<b>122 N Dwight St (7-1233)</b> Mervin Halsey Two Unit Dwelling	08/14/08 Open doors, windows and basement windows, unfit for human habitation.	08/14/08 Condemned house. 08/25/08 Emergency Order signed. 08/26/08 Property secured by DPW. 09/04/08 Notice and Order mailed to owner(s).  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board continued until the February meeting to try and contact owner.  02/20/09 Staff recommended UPHOLDING Notice and Order. 02/20/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: No permit issued to date.  Current Status: Awaiting NSP funds for demolition.

## 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
<b>815 Francis St (5-0589)</b> Christopher Robinson Two Unit Dwelling	11/14/08 Fire damage and open windows.	11/14/08 Condemned house. 11/18/08 Emergency order signed. 11/19/08 Property secured by DPW. 11/26/08 Notice and Order mailed to owner(s). 01/05/09 reinspection conducted; no change in status.  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: No permits issued to date.  Current Status: Awaiting NSP funds for demolition. ACT 495 Funds have not been received.
<b>916 Francis St (5-0630)</b> Vicki Gordon Garage	08/22/08 Damaged entry door and rotting roof.	08/22/08 Condemned garage. 09/03/08 Notice and Order mailed to owner(s). 11/13/08 Reinspection conducted; no change in status.  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: Demolition permit issued 06/11/09, finalized 06/24/09.  Current Status: 06/30/09 Property demolished by the City of Jackson.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>310 W Mason St (4-0331)</b> Deutsche Bank Natl Trust Two Unit Dwelling	08/14/08 Open back door and broken window.	08/14/08 Condemned house. 08/25/08 Emergency Order signed. 08/26/08 Property secured by DPW. 09/03/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; no change in status.  12/19/08 Staff had no recommendation. 12/19/08 Board continued until the January Board meeting.  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: No permits issued to date.  Current Status: Awaiting NSP funds for demolition.

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**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
<b>316 W Mason St (4-0337)</b> Robert/Sarah Cain Two Unit Dwelling	09/26/08 Fire damage to back porch and kitchen.	09/26/08 Condemned house. 10/07/08 Notice and Order mailed to owner(s). 11/24/08 reinspection conducted; porch has been removed.  12/19/08 Staff recommended continuing until January to see if we receive ACT 495 Funds. 12/19/08 Board continued until the January Board meeting.  01/23/09 Staff recommended continuing until the February meeting for contractor to pull permit and start repairs. 01/23/09 Board continued until the February Board meeting.  02/20/09 Staff had no recommendation. 02/20/09 Board UPHELD Notice and Order, action failed due to lack of majority of vote. 02/20/09 Board continued until the March Board meeting.  03/20/09 Staff recommended continuing until April to allow owner/contractor time to get permits pulled and start repairs. 03/20/09 Board continued until the April Board meeting.  04/17/09 Staff recommended continuing until May for owners to get required permits pulled. 04/17/09 Board continued until the May Board meeting.  05/22/09 Staff recommended continuing until July for owners to continue with repairs. 05/22/09 Board continued until the July Board meeting.  Permit Information: Building permit issued 05/11/09, no inspections.  Current Status: Property scheduled for BCBA hearing on 07/17/09. ACT 495 Funds have not been received.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>800 S Mechanic St (4-0600)</b> 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.  Permit Information: Electrical permit issued 12/23/08; 01/14/09 rough approved. Building permit reinstated 04/22/09, no inspections.  Current Status: Notice and Order UPHELD, bids for demolition to be requested 07/13/09.
<b>1316 Page Ave (6-1523)</b> Joseph Kurpinski Single Family Dwelling	10/09/08 Deteriorated and decayed roof, open windows and full of junk and debris.	10/09/08 Condemned house. 10/27/08 Notice and Order mailed to owner(s). 01/05/09 reinspection conducted; no change in status.  Permit Information: No permits issued to date.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Current Status: Notice and Order UPHELD, bids for demolition requested 05/07/09.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>1322 Page Ave (6-1524)</b> Joseph Kurpinski Single Family Dwelling	10/09/08 Deteriorated and decayed structure.	10/09/08 Condemned house. 10/17/08 Notice and Order mailed to owner(s). 01/05/09 reinspection conducted; no change in status.  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: No permits issued to date.  Current Status: Notice and Order UPHELD, bids for demolition requested 05/07/09.
<b>218 N Pleasant St (7-1067)</b> Audrey Lusby Single Family Dwelling	12/14/08 Fire damage throughout structure and open 2 <sup>nd</sup> story windows.	12/14/08 Condemned house. 12/30/08 Emergency Order signed. 01/05/09 Property secured by DPW. 01/08/09 Notice and Order mailed to owner(s).  Permit Information: Electrical permit issued 12/18/08; rough approved 06/02/09. Building permit issued 04/16/09, rough inspection disapproved 05/05/09. Mechanical permit issued 05/01/09, rough approved 05/19/09. Plumbing permit issued 05/01/09, rough approved 05/19/09  Current Status: Property is being repaired by owner. Permits have been pulled and work is ongoing. Released from condemnation.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>707 Second St (3-0022)</b> US Bank NA, Trustee Single Family Dwelling	10/02/08 Fire damage throughout structure.	10/02/08 Condemned house. 10/15/08 Notice and Order mailed to owner(s). 12/08/08 reinspection conducted; no change in status. 05/06/09 ACT 495 funds received.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board continued until the February meeting.  02/20/09 Staff recommended continuing until the March meeting to see if bank responds. 02/20/09 Board continued until the March meeting.  03/20/09 Staff recommended UPHOLDING Notice and Order. 03/20/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: No permit issued to date.  Current Status: Notice and Order UPHELD, bids for demolition requested 05/07/09.
<b>1045 Williams St (4-0926)</b> James Hulett Garage	11/26/08 Deteriorated and decayed roof.	11/26/08 Condemned garage. 12/01/08 Notice and Order mailed to owner(s). 02/19/09 reinspection scheduled.  04/17/09 Staff recommended UPHHOLDING Notice and Order. 04/17/09 Board UPHELD Notice and Order, bids to be request for demolition.  Permit Information: No permits issued to date.  Current Status: 06/30/09 Property demolished by the City of Jackson.

## 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
<b>416 Wilson St (6-0320)</b> Melissa Wallace Single Family Dwelling	09/04/08 Open windows and doors.	09/04/08 Condemned house. 09/10/08 Emergency Order signed. 09/11/08 Property secured by DPW. 09/24/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; property secured and exterior cleaned by DPW.  12/19/08 Staff had no recommendation. 12/19/08 Board continued until the January meeting due to the weather.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  03/20/09 Staff recommended tabling until May for owner to start repairs. 03/20/09 Board tabled until the May Board meeting.  05/22/09 Staff recommended tabling until July for owner to get help from Habitat. 05/22/09 Board tabled until the July Board meeting,  Permit Information: No permits issued to date.  Current Status: Property scheduled for the BCBA hearing on 07/17/09.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>502 Wilson St (6-0319)</b> Bryan Haywood Single Family Dwelling	09/04/08 Open windows and doors and incomplete renovation, missing exterior sheathing and siding.	09/04/08 Condemned house. 09/10/08 Emergency Order signed. 09/11/08 Property secured by DPW. 09/23/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; property secured and cleaned by DPW.  12/19/08 Staff had no recommendation. 12/19/08 Board continued until the January meeting due to the weather.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  02/20/09 Staff recommended tabling until March to see if owner is able to start on repairs. 02/20/09 Board tabled until the March Board meeting.  03/20/09 Staff recommended tabling until May for owner to apply for rehab. 03/20/09 Board tabled until the May Board meeting.  05/22/09 Staff recommended tabling until July to check status of rehab loan application. 05/22/09 Board tabled until the July Board meeting.  Permit Information: No permits issued to date.  Current Status: Property scheduled for the BCBA hearing on 07/17/09.

**CITY OF JACKSON**

**HAZARDOUS PROPERTIES**

(Secured and Released)

<b>Property Address (Stencil #)</b>	<b>Date of Compliant</b>	<b>Date Owner Notified</b>	<b>Date Referred to DPW or Contractor</b>	<b>Date Secured</b>
<b>310 E Euclid Ave (5-1829)</b> Linda Harris House	06/16/09	06/17/09	07/02/09	07/02/09
<b>218 N Forbes St (8-0046)</b> Sheri Holton Garage	06/22/09	07/01/09	Pending 72 hour follow up inspection	
<b>733 Oakdale Ave (3-1630)</b> Christopher Eisele Garage	05/29/09	06/05/09	06/10/09	06/11/09
<b>227 N Pleasant St (7-1168)</b> Connie Bieber House	06/05/09	06/12/09	NA	06/17/09
<b>113-15 W Prospect St (5-1529)</b> Southwest Plaza LLC Commercial	05/29/09	06/05/09	NA	06/09/09
<b>306 Summit Ave (6-0539)</b> Laura Hernandez House	06/05/09	06/16/09	07/02/09	07/02/09
<b>230 W Wilkins St (4-0430)</b> Go Invest Wisely House	05/29/09	06/05/09	06/10/09	06/11/09
<b>1221 Williams St (4-0968)</b> Edwin Pate III House/Garage	06/12/09	06/16/09	NA	06/19/09

**CITY OF JACKSON**

**HAZARDOUS PROPERTIES**

(Secured and Released)

<b>Property Address (Stencil #)</b>	<b>Date of Compliant</b>	<b>Date Owner Notified</b>	<b>Date Referred to DPW or Contractor</b>	<b>Date Secured</b>
<b>1040 Woodbridge St (4-1268)</b> Gerald/Donna Klima House/Garage	06/18/09	07/01/09	Pending 72 hour follow up inspection	
<b>113 Wren St (5-1030)</b> Bryce Peters Financial Corp House	05/29/09	06/05/09	06/18/09	07/07/09

**CITY OF JACKSON**

**UNFIT FOR HUMAN HABITATION**

(Notice to Vacate)

<b>Property Address (Stencil #)</b>	<b>Reason Vacated</b>	<b>Date of Complaint</b>	<b>Date Vacated</b>	<b>Reported by</b>	<b>Vacated by</b>	<b>Date Released</b>
<b>307 N Park Ave (7-0344)</b> Edward/Rebecca Parkin Single Family Dwelling	Unfit for human habitation	06/04/09	06/05/09	Police Dept.	Brian Taylor	



# City Planning Commission

Staffed by the Region 2 Planning Commission (R2PC)  
120 W. Michigan Avenue • Jackson, MI 49201  
Phone (517) 788-4426 • Fax (517) 788-4635

July 6, 2009

Honorable Mayor and City Council  
City of Jackson, Michigan

Subject: **Accommodating handicap accessible ramps in the front yards of residential properties**

Dear Mayor and Councilpersons:

The City Planning Commission (CPC) recently reviewed informally a proposed amendment to the City's Zoning Ordinance which would allow the construction of handicap accessible ramps in the front yards of residential properties. Currently, a variance issued from the Zoning Board of Appeals (ZBA) is required prior to the issuance of a building permit. The Americans with Disabilities Act requires local units of government to "reasonably modify their rules, policies and procedures to avoid discriminating against people with disabilities."

Working with representatives from DisAbility Connections and several builders experienced in constructing wheelchair ramps, and after looking at what several other communities do to make reasonable accommodation for wheelchair ramps, Subsection 6 was proposed by the Deputy City Attorney for amendment to Section 28-86:

*A ramp may project into the front yard so long as the ramp meets all requirements of the Americans with Disabilities Act and regulations of the American National Standards Institute, and the ramp is setback at least 4 feet from the property line.*

The City Planning Commission is seeking permission to establish a public hearing on the proposed amendment during its August 5, 2009 regular meeting.

If you have any questions, please do not hesitate to contact me at 768-6711.

Sincerely,

Grant E. Bauman, AICP  
Principal Planner



City Clerk

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

July 8, 2009

**TO:** William R. Ross, City Manager

**FROM:** Angela Arnold, Deputy City Clerk *Angela*

**RE:** Establishment of a Public Hearing on the Application filed by Innovative Metal Finishing, LLC located at 1912 Townley, for an Industrial Facilities Exemption Certificate

Attached please find an application filed by Innovative Metal Finishing, LLC for an Industrial Facilities Exemption Certificate for personal property for their facility located at 1912 Townley (formerly 1912 Belden Road).

Requested action is for the City Council to establish a public hearing on August 11, 2009, on this application. Notification letters will be sent to the applicant and the legislative body of taxing units, which levy ad valorem taxes within the City informing them of the public hearing.

Thank you.

Attachment

C: Julius Giglio  
Barry Hicks  
C. Jan Markowski

COPY

Michigan Department of Treasury  
1012 (Rev. 5-07)

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Lynn Fussell, City Clerk</i>	Date received by Local Unit <i>June 16, 2009</i>
STC Use Only	
Application Number	Date Received by STC

## APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <i>INNOVATIVE METAL FINISHING LLC</i>	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <i>3471</i>
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <i>1912 TOWNLEY STREET JACKSON, MI 48203</i>	1d. City/Township/Village (indicate which) <i>CITY</i>
1e. County <i>JACKSON</i>	3a. School District where facility is located <i>JPS</i>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3b. School Code <i>38170</i>
<input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Rehabilitation (Sec. 3(1))	4. Amount of years requested for exemption (1-12 Years) <i>12 yrs.</i>

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

POWDER-X COATING	26,462.50
NORTHERN FINISHING	13,745.00
BAD BOY BLASTERS	3,364.48
POWDER-X COATING	20,000.00
	<u>63,571.98</u>

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	<i>63,572</i> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	<i>63,572</i> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements			<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	<i>3-1-09</i>	<i>6-1-09</i>	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

9. No. of existing jobs at this facility that will be retained as a result of this project. *1* 10. No. of new jobs at this facility expected to create within 2 years of completion. *5*

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

12a. Check the type of District the facility is located in:  
 Industrial Development District  Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 12c. Is this application for a speculative building (Sec. 3(8))?  
 Yes  No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>CHRIS HEETER</b>	13b. Telephone Number <b>517-780-4550</b>	13c. Fax Number <b>517-780-4551</b>	13d. E-mail Address <b>Chris.heeter@att.net</b>
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
▶ 15a. Name of Company Officer (No Authorized Agents) <b>CHRIS HEETER</b>			
15b. Signature of Company Officer (No Authorized Agents) <i>Chris Heeter</i>		15c. Fax Number	15d. Date <b>6-12-09</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>1912 TOWNLEY ST. JACKSON, MI 48203</b>		15f. Telephone Number	15g. E-mail Address

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		16c. LUCI Code	
17. Name of Local Government Body		16d. School Code	
		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

***Engineering Sales and Development, Inc.***

**P.O. Box 253025**

**4669 Old Orchard Trail**

**Orchard Lake, Mi 48324**

**Receipt for Equipment Sold**

**22 March 2009**

**Powder X Coating Systems.....\$26,462.50**  
Powder Coating Equipment

**Northern Finishing.....\$13,745.00**  
Vibratory Finishing Machine

**Bad Boy Blasters.....\$3,364.48**  
Sand Blast Cabinet

**Powder X Coating Systems.....\$20,000.00**  
Powder Coating Equipment

**TOTAL** **\$63,571.98**

***PAID IN FULL***

---

Applicant Name  
**INNOVATIVE METAL FINISHING, LLC**

**Fiscal Statement (to be completed by local unit)**

	<u>YES</u>	<u>NO</u>
Is this project:		
Real Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both Real and Personal Property - New Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Both Real and Personal Property - Rehabilitation Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Both New and Replacement Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Estimated Project Investment (not assessed value):

Real Property	-0-	Personal Property	\$63,572	Total	\$63,572
---------------	-----	-------------------	----------	-------	----------

	<u>YES</u>	<u>NO</u>	<u>REMARKS</u>
1. A. Has the proper local authority reviewed the plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
B. Is the project located in a certified industrial park?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
C. Is this a renovation or expansion of an existing building?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
2. Will this project require improvement of your road service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
3. Will this project require improvement of your sanitary sewer services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
4. Will this project require improvement of your storm sewer services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
5. Will this project require improvement of your water services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
6. Will this project require additional police personnel, police equipment or a need for new police building expansion?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
7. Will this project require the need for additional fire personnel, additional or specialized fire equipment or the need for a new fire building?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
8. Will this project require other costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
9. Are costs of infrastructure elements to be provided through Local Development Finance Authority or Tax Increment Finance Authority Bonds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____

If you answered yes to any of questions 2 through 8, the appropriate sections of the Supplement to Fiscal Statement form must be completed and accompany the IFT application. Call (517) 373-3272 to obtain that form.

**LOCAL UNIT CERTIFICATION**

This is to certify that the following has been provided as accurately as possible.

Signature 	Name and Title of Local Governmental Unit Official Lynn Fessel, City Clerk
--	---

TAX ABATEMENT AFFIDAVIT

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF JACKSON)

NOW COMES LYNN FESSEL, City Clerk of the City of Jackson, Michigan, and INNOVATIVE METAL FINISHING, the applicant for an Industrial Facilities Exemption Certificate, and by way of affidavit says as follows:

1. That she is the City Clerk in and for the City of Jackson, Michigan.
2. That as part of her duties, she is in charge of the Industrial Facilities Tax process at its inception for both district creation and for the final local approval involved in the issuance of a certificate by the State Tax Commission.
3. That by virtue of the above, she receives any and all fees charged for processing the tax abatement requests.
4. That a fee of \$157.00 was charged to the applicant for real and personal property.

Dated: 6/17/09

Lynn Fessel  
Lynn Fessel

Subscribed and sworn to before me, this 17<sup>th</sup> day of June 2009.

ANGELLA L. ARNOLD  
Notary Public, State of Michigan  
County of Jackson  
My Commission Expires May. 14, 2015  
Acting in the County of Jackson

Angella Arnold  
Notary Public, Jackson County, Michigan

My Commission Expires: 5-14-2015

**INNOVATIVE METAL FINISHING**

Company Name

Dated: 6-17-09

By:

Chris Hertz  
Applicant

Subscribed and sworn to before me, this 17<sup>th</sup> day of June 2009.

ANGELLA L. ARNOLD  
Notary Public, State of Michigan  
County of Jackson  
My Commission Expires May. 14, 2015  
Acting in the County of Jackson

Angella Arnold  
Notary Public, Jackson County, Michigan

My Commission Expires: 5-14-2015

**INDUSTRIAL FACILITIES TAX EXEMPTION AGREEMENT**

AGREEMENT made this 25 day of JULY, 2009, by and between the CITY OF JACKSON, a Michigan municipal corporation, with office at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "City"); and INNOVATIVE METAL FINISHING LLC a Michigan corporation, with offices located at 1912 TOWNLEY ST., City of Jackson, Jackson County, Michigan (hereinafter "Applicant").

**WHEREAS**, the City has received an application from Applicant for the issuance of an Act 198 Tax Exemption Certificate for its METAL FINISHING Equipment (describe project) (the "Project") that was established as an Industrial Development District (the "District") by the City of Jackson on February 17, 1998; and

**WHEREAS**, Public Act 334 of 1993 requires a written agreement between the City and the Applicant before an Industrial Facilities Exemption Certificate can be approved by the Michigan Department of Treasury;

**NOW, THEREFORE**, in consideration of the approval of the Industrial Facilities Exemption Certificate, it is hereby agreed by and between the parties hereto as follows:

1. The Applicant, as a result of said improvements, shall use its best efforts to create not less than 25 new full time equivalent jobs and relocate and retain not less than 1 full time equivalent existing jobs from its current location within two years after the completion of its Project.

2. Applicant expects that the costs of the improvements proposed to be constructed on the basis of which the Industrial Facilities Exemption Certificate is issued, shall be within 10 percent (10%) of the estimated amount stated in the Applicant's application for the certificate.

3. The Applicant will not cease its operations within the District prior to the termination of the Industrial Facilities Exemption Certificate without a transfer of the certificate being approved by the City to a third party that continues adequate operations within the District or elsewhere in the City with the City's approval. Applicant will not become delinquent in payment of taxes owing under this certificate.

4. The parties agree that the City, in approving the tax abatement, has relied on the good faith of Applicant's estimates and expectations described in its application. The parties agree that exclusive jurisdiction to resolve any disputes in this Agreement shall be in Jackson County, Michigan. The City's exclusive remedy for a default shall be the right to request that the State Tax Commission either reduce the term of, or revoke, the abatement prospectively except that for a default in section 3, the Applicant shall repay the City all abated taxes which previously benefited the Applicant for disbursement proportionately to all taxing units having taxing jurisdiction over the improvements, plus all accrued interest, penalties and administration fees applicable to this exemption in the same amount as would be collected if this tax were considered delinquent and the City may, at its option, seek repayment of the taxes as allowed under section 21(2) of the tax abatement statute, MCLA 207.571(2).

The City shall not seek any remedy under this section 4 until after all of the following have occurred:

- a. The City shall have given written notice to the Applicant declaring a default and specifying the manner in which the Applicant is in default. Before a default is declared, the City and the Applicant shall meet informally with appropriate representatives to discuss the claimed default and how it may be cured.

b. The Applicant has not cured that default within thirty (30) days after receiving the notice, except that if the Applicant is diligently pursuing a cure, this thirty (30) day period shall automatically be extended for an additional thirty (30) days, and further extensions of this time period may be made only upon mutual agreement of the parties.

The parties acknowledge that certain conditions beyond Applicant's control may prevent Applicant from being able to make the capital investment, create or retain jobs or comply with other conditions in this Agreement. Therefore, Applicant shall not be in default to the extent the Applicant clearly shows, to the satisfaction of the City, that the failure was caused by unfavorable economic or other business conditions, loss of business, or some other reason beyond the actual or foreseeable control of Applicant.

5. Any payments due under Paragraph 4 above may be collected by either court proceedings or by adding to the next taxes due against the Applicant's property on the next tax roll of the City.

6. It is understood that the City of Jackson encourages the Applicant to review job applications of city residents, prior to filling new jobs in its facilities. Applicant will use its best efforts to employ City residents.

7. The Applicant further agrees that it shall submit annual reports to the City and the City Assessor setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the application for the Industrial Facilities Exemption Certificate.

8. The Applicant further agrees that during the term of the certificate, the Applicant shall not discriminate against any person on the basis of race, creed, color, sex, religious orientation, age, or other criteria not reasonably related to any jobs created as part of the grant of this tax abatement.

9. The Applicant further agrees that if Applicant ceases its use of the Project, and another entity asks the City for a transfer of the abatement, the Applicant will cooperate with the City

regarding the transfer by advising the transferee or new owner of the terms and conditions of this Agreement and by assisting the City to obtain the signature of the authorized agent of the transferee or new owner on this Agreement or one substantively the same.

10. This Agreement contains all of the terms of the agreement between the parties with respect to its subject matter and may be amended only in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

Signed in the presence of:

\_\_\_\_\_

**CITY OF JACKSON**

By \_\_\_\_\_

Its \_\_\_\_\_

  
\_\_\_\_\_

**APPLICANT**

By   
\_\_\_\_\_

Its General Manager



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

**DATE:** July 8, 2009  
**TO:** William R. Ross, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** Request for Public Hearing to Remove Certain Traffic Signals

The Department of Engineering requests that City Council establish a public hearing to be held on August 11, 2009 for consideration of the removal of certain traffic signals. The traffic signals at North Street at Waterloo, North Street at Blackstone, and Morrell at Jackson do not meet any of the eight traffic signal warrants as defined in the Michigan Manual of Uniform Traffic Control Devices.

- The intersection of North Street at Waterloo had one crash in 2008, rear end on North Street; one crash in 2007, rear end on Waterloo; and three crashes in 2006, rear end on Waterloo, northbound improper right turn and northbound vehicle hitting a pedestrian crossing against the signal.
- The intersection of North Street at Blackstone had three crashes in 2008, two rear end crashes on North Street, one angle crash where a westbound vehicle ran red light; two crashes in 2007, both rear end crashes on North Street; six crashes in 2006, four rear end crashes on North Street, one crash with a bicycle, one crash of vehicle backing up after attempting to turn right on red.
- The signal at North Street at Blackstone can be installed during the County Fair, same as Ganson and Blackstone.
- The intersection of Morrell at Jackson had one crash in 2008, rear end on Morrell; no crashes in 2007 or 2006.

Most of these crashes at the three intersections would be eliminated if the traffic signals are removed.

The Department of Engineering also recommends removing four blinker signals at Wisner at Franklin, Wisner at Washington, First at Franklin, and Mechanic at Pearl. Each of these intersections have stop sign control and the approach to the intersections are a flat grade where the stop signs are visible.

With your concurrence, please submit this request to City Council for approval. If you have any questions, please do not hesitate to contact me.

c: Randall T. McMunn, P.E., Assistant City Engineer  
Bob Dietz, Parking Manager/Engineering Assistant  
Larry Bosell, Fire Chief  
Matt Heins, Chief of Police



June 17, 2009

**TO:** City Councilmembers  
**FROM:** Jerry F. Ludwig, Mayor  
**RE:** **Ella W. Sharp Park Board of Trustees**

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

It is my desire, therefore, to appoint Elwyn Rider to the Ella W. Sharp Park Board of Trustees filling a current vacancy, beginning immediately, and ending January 31, 2012.

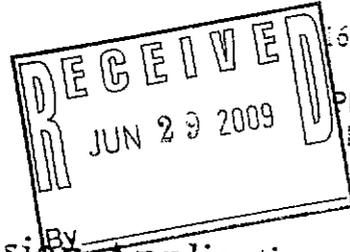
JFL:skh

# CITY OF JACKSON



Office of Mayor  
Jerry F. Ludwig

MICHIGAN



61 W. Michigan Avenue  
Jackson, MI 49201  
Phone: (517) 788-4028  
Fax: (517) 768-5820

## City of Jackson Board/Commission Application

Name: ELWYN RABBIT RIVER  
Address: 822 N. EAST AVE Zip: 49202  
Home Phone: 517-782-3452 Other Phone: \_\_\_\_\_  
Occupation: RETIRED

### Community Involvement/Activity

MEMBER CITY PARK & RECREATION 50 YRS

Are you a registered voter? YES Ward? 3<sup>rd</sup>

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

- ELLA SHARP PARK TRUSTEE
- \_\_\_\_\_
- \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Elwyn Rabbit River  
Signature of Applicant

6/24/09  
Date



## Office of the Mayor

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4028 — Facsimile: (517) 768-5820

June 17, 2009

**TO:** City Councilmembers  
**FROM:** Jerry F. Ludwig, Mayor  
**RE: Parks and Recreation Commission**

---

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

It is my desire, therefore, to appoint Kelly A. Williams (City) to the Parks and Recreation Commission filling a current vacancy beginning immediately, and ending January 31, 2011.

JFL:skh



City of Jackson Board/Commission Application

Name: Kelly A Williams
Address: 125 West Euclid Ave Zip: 49203
Home Phone: 784-1283 Other Phone: 937-0455
Occupation: Health Educator + JPS Cheer Coach

Community Involvement/Activity

YMCA Board Member Highby St Church-Youth Group
Jackson Asthma Coalition Board Member

Are you a registered voter? [checked] Ward? 1

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

- 1. Parks & Recreation Dept
2.
3.

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

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Signature of Applicant: Kelly Williams

Date: Feb 4, 2009

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



July 9, 2009

**TO:** City Councilmembers  
**FROM:** Jerry F. Ludwig, Mayor  
**RE: Jackson Transportation Authority**

---

At the June 23, 2009, City Council meeting, an item appeared at Section 9-B, Appointments, on the agenda for the appointment of Robert Cole to the Jackson Transportation Authority (JTA) Board. My original nominating memorandum identified the board position as having a term ending date of March 1, 2012. The appointment of Mr. Cole should have been to fill the current JTA board vacancy having a term ending March 1, 2010. Accordingly, I ask Council to rescind its action on June 23, 2009, and appoint Robert Cole to the current vacancy on the JTA Board with the term ending March 1, 2010. I apologize for any inconvenience this may have caused.

JFL:skh



## Office of the Mayor

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4028 — Facsimile: (517) 768-5820

July 9, 2009

**TO:** City Councilmembers  
**FROM:** Jerry F. Ludwig, Mayor  
**RE:** **City Assessor Appointment**

---

Without objection, I recommend that we promote David Taylor from Deputy City Assessor to City Assessor effective the first day after C. Jan Markowski's retirement on August 14, 2009. Mr. Taylor will report directly to the City Council, and his compensation schedule will be reflective upon his current experience level set forth under the City Assessor Compensation Ordinance.

JFL:skh



City Clerk

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

July 8, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Angela Arnold, Deputy City Clerk *Angela*  
**RE:** Public Hearing and Resolution Regarding the Necessity of Street Reconstruction on Jackson Street from Glick Highway to Ganson Street

Attached please find a resolution determining the necessity of street reconstruction as described above. Notification of the public hearing has been placed in the Jackson Citizen Patriot and letters have been mailed to property owners notifying them of the public hearing, estimate of the proposed project and funding sources, along with an estimate of individual property assessments, which can be paid in ten (10) annual installments.

As you will recall, this item was considered by the Council at their May 26<sup>th</sup> meeting and Council voted to reject the resolution. The matter was placed on the June 9<sup>th</sup> agenda and at that time Council established a public hearing for July 14<sup>th</sup>.

Please place this resolution on the July 14th agenda for the City Council to consider after the public hearing is held.

Thank you.

Attachment

C: Jon Dowling, City Engineer  
Jan Markowski, City Assessor

**RESOLUTION**  
**STREET CONSTRUCTION**

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 98-6 and 98-20, the City Council has reviewed the report regarding the necessity of street construction on Jackson Street from Glick Highway to Ganson Street the following estimated costs, to wit:

<b>Street Construction (MDOT/FHWA Funds)</b>	<b>\$ 696,000</b>
<b>Street Construction (Assessments)</b>	<b>\$ 133,337</b>
<b>Sewer Funds</b>	<b>\$ 57,994</b>
<b>Water Funds</b>	<b>\$ 218,500</b>
<b>Total Project Cost</b>	<b>\$ 1,105,831</b>

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 14<sup>th</sup> day of July, 2009 at 7:00 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the street construction is a necessary public improvement and directs staff to proceed with the street construction, in accordance with plans, maps, and specifications in the City Engineer's office; and

BE IT FURTHER RESOLVED that the City Assessor is ordered to assess the cost of said improvement to the property owners who benefit therefrom on a front footage basis and prepare an assessment roll covering this assessment district as soon as possible after the public improvement has been completed.

\* \* \* \* \*

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

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 14<sup>th</sup> day of July, 2009.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 15th day of July, 2009.

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



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

**DATE:** July 7, 2009  
**TO:** William R. Ross, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** Resolution for Approval of Contract with MDOT for Ganson and Morrell Streets

Attached is a resolution to enter into a contract with the Michigan Department of Transportation for the construction work on Ganson and Morrell Streets.

The Department of Engineering proposes to mill 3 ½ inches off the Ganson Street, from Cooper Street to East Avenue, sanitary sewer work, and resurface with a new top course.

The total construction cost for the Ganson Street project is estimated at \$325,700, with the street cost estimated at \$317,400 and the sewer cost estimated at \$8,300. Street Construction is 100% paid for with Federal American Recovery and Reinvestment Act Funds. The City portion of the project will be paid for from the Sewer Funds and Special Assessments. The estimated project costs and funding for Ganson Street are as follows:

Street Construction (MDOT/FHWA Funds)	\$317,400
Street Construction (Assessments)	\$ 43,376
Sanitary Sewer Repair	<u>\$ 8,300</u>
Total Project Cost:	\$369,076

The Department of Engineering also proposes to mill 3 ½ inches off the Morrell Street, from Brown Street to West Avenue, and resurface with a new top course.

The total construction cost for the Morrell Street project is estimated at \$377,000. Street Construction is 100% paid for with Federal American Recovery and Reinvestment Act Funds. The City portion of the project will be paid for from Special Assessments. The estimated project costs and funding for Morrell Street are as follows:

Street Construction (MDOT/FHWA Funds)	\$377,000
Street Construction (Assessments)	<u>\$ 48,675</u>
Total Project Cost	\$435,675

With your concurrence, I am requesting the attached resolution to enter into contract with the Michigan Department of Transportation be submitted to Council for their approval, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

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

JD:tjs

c: Lynn Fessel, City Clerk  
Randall T. McMunn, Assistant City Engineer  
Glenn Chinavare, Director of Public Services  
Lucy Schultz, Accounting Manager

RESOLUTION

By the City Council:

WHEREAS, Ganson Street between Cooper Street and East Avenue is in need of milling and paving work, including curb and gutter and concrete sidewalk work; and

WHEREAS, Ganson Street between Cooper Street and East Avenue is in need of sanitary sewer repair work; and

WHEREAS, Morrell Street between Brown Street and West Avenue is in need of milling and paving work, including curb and gutter work; and

WHEREAS, the City has received Federal Funding for 100% of the road portion of these projects; and

WHEREAS, the cost-participation agreement and contract for these projects have been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$702,700 with the Federal share being \$694,400 and the City Share being \$8,300.

NOW THEREFORE BE IT RESOLVED, that the City of Jackson does approve the mill and overlay work for Ganson Street between Cooper Street and East Avenue; and

BE IT FURTHER RESOLVED, that the City of Jackson does approve the sanitary sewer repairs for Ganson Street between Cooper Street and East Avenue; and

BE IT FURTHER RESOLVED, that the City of Jackson does approve the mill and overlay work for Morrell Street between Brown Street and West Avenue; and

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

\*\*\*\*

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

I, Lynn Fessel, City Clerk, in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 14<sup>th</sup> day of July, 2009.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15<sup>th</sup> day of July, 2009.

---

Lynn Fessel, City Clerk



# 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: William R. Ross, City Manager

DATE: July 8, 2009

FROM: Carol L. Konieczki, Community Development Director

SUBJECT: Formal Budget Resolution

---

I would appreciate your consideration to carry over the unspent 2008/2009 Building Demolition Funds in the amount of \$11,280.00 to our 2009/2010 Building Demolition Fund.

The Community Development Department was on track to spend these funds prior to the end of fiscal year 2008/2009, but on March 20, 2009 we received a citation from MIOSHA for violating their hazardous material assessment and abatement requirements, with a potential fine of \$3,000.00, for a dangerous structure that we had demolished at 107 E. Ganson Street. When we received the citation from MIOSHA we ceased all demolition activity and bid requests until this issue was resolved. Susan Murphy successfully argued that the City of Jackson was not responsible or liable for the violations cited by MIOSHA, and the citation and fines were rescinded on April 20, 2009.

As a result of this citation, the Attorney's Office, the Purchasing Department, and the Community Development Department worked together and drafted new demolition "bid" and "contract" documents to insure the City and its subcontractors were complying with MIOSHA requirements. We completed these documents and requested bids on May 13, 2009 to demolish the structures on the dangerous building list that were upheld by the Building Code Board of Examiners and Appeals. On May 22 we received the bids but some were missing an addendum requested for the Hazardous Material Assessment costs. On May 27, 2009, we received all of the addendums from all contractors and tabulated the bid results.

On June 10, 2009, we issued a Notice of Award to Lester Brothers Excavation Inc. to demolish 3 garages and those structures have been successfully demolished and final inspections were approved prior to June 30, 2009.

On June 10, 2009, we issued a Notice of Award to H&M Demolition Companies to demolish the houses located at 1316 and 1322 Page Avenue. On June 24, 2009, H&M Demolition Companies contacted the Purchasing Department and indicated that they



were unable to secure the requisite insurance (part of the new demolition documentation) and indicated they would not be able to execute the contract.

On June 25, 2009 we contacted the second low bidder for the properties on Page Avenue, Lester Brothers Excavation Inc. They indicated that if hazardous materials were discovered during the assessment phase they would not be able to demolish the house by June 30, 2009, therefore, we did not execute the contract because if hazardous materials were discovered, the work could not be completed by the end of the 2008/2009 fiscal year.

Because this series of unavoidable delays in demolishing dangerous structures, there is an unspent balance of \$11,280.00 in our 2008/2009 Building Demolition Fund. Action requested is a Formal Budget Resolution transferring the unspent balance of \$11,280.00 to our 2009/2010 Building Demolition Fund. A transfer of these funds will allow us to maximize the demolition of dangerous structures in fiscal year 2009/2010.

CC: Susan Murphy



**RESOLUTION**

**BY THE CITY COUNCIL :**

**WHEREAS**, the Building Inspection Department has unspent funds from fiscal year 2008/09 in the amount of \$ 11,280 which were designated in the budget for building demolitions, and

**WHEREAS**, these funds remained unspent at June 30, 2009 due to unforeseen delays in completing scheduled demolitions planned for the spring of 2009, and

**WHEREAS**, a budget amendment is necessary to carryover these unspent funds from fiscal year 2008/09 into the current fiscal year in order to maximize the demolition of dangerous structures;

**NOW, THEREFORE, BE IT RESOLVED**, that the current 2009/10 Budget be amended as follows:

**BUILDING DEPARTMENT FUND**

		<u>Decrease</u>	<u>Increase</u>
<b><u>REVENUES :</u></b>			
249-000-699.999	Appropriation from Fund Balance	\$ -	\$ 11,280
<b><u>EXPENDITURES :</u></b>			
249-371-818.004	Contractual Services - Building Demolitions	\$ -	\$ 11,280

\*\*\*\*\*

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

I, Lynn Fessel, City Clerk, in and for the City of Jackson, County and State aforesaid do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 14<sup>th</sup> day of July, 2009.

**IN WITNESS WHEREOF**, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 15th day of July, 2009.

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

**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**  
July 9, 2009

**TO:** Honorable Mayor and City Council  
**FROM:** Julius A. Giglio, City Attorney  
**RE:** Charter Amendment Sections 5.1 and 6.5(1)

As directed by Council at the July 7, 2009 Council meeting, I have prepared two proposed Charter Amendment resolutions for adoption by the City Council. The first resolution addresses amendments to Charter Section 5.1 regarding the requirements to file a nominating petition. The proposed Charter language was slightly modified from what was proposed by the Charter Review Committee in order to track state law. Also, as directed by Council, I have added language that states "or as may be amended by state law."

The second resolution addresses amendments to Charter Section 6.5(1) regarding the dates for conducting City primary elections. I have also added the "or as may be amended by state law" language to the proposed Charter Amendment.

Both proposed resolutions contain the proposed ballot language, including the "Statement of Purpose" that will be used on the November 2009 ballot. As Council is aware, the proposed amendment and Statement of Purpose are required to be approved by the Governor and Attorney General's offices, respectively.

The resolutions direct the City Clerk to file the resolutions with the Governor and Attorney General's offices for their approvals. If we obtain approvals by the August 25, 2009 ballot deadline, the City Clerk will proceed with placing these items on the November 2009 election.

Each resolution must be voted on separately, and pursuant to state law, a three-fifths vote (five votes) is required for approval. If Council has any questions, please feel free to contact me.

JG/cr

cc: William Ross, City Manager, w/enc.  
Lynn Fessel, City Clerk, w/enc.

RESOLUTION

BY THE JACKSON CITY COUNCIL:

1. The City Council, by a three-fifths vote of its members-elect, pursuant to the authority granted by Act 279 of the Public Acts of 1909, as amended, proposes that Section 5.1 of the Charter of the City of Jackson be amended to read as follows:

**Section 5.1. Requirement to File Petition.**

A candidate for elective city office shall file with the clerk a valid nominating petition, signed by qualified electors of the city at large in the case of those seeking election at large, or the applicable ward in the case of those seeking election to council. Any filing under this section shall be made no later than 4 p.m. on the 12<sup>th</sup> Tuesday prior to the odd-year primary election, or as may be amended by state law.

Provisions of existing Section 5.1 of the Charter of the City of Jackson to be altered or abrogated by such proposal, if adopted, now reads as follows:

**Section 5.1. Requirement to File Petition.**

A candidate for elective city office shall file with the clerk a valid nominating petition, signed by qualified electors of the city at large in the case of those seeking election at large, or the applicable ward in the case of those seeking election to council. Any filing under this section shall be made not later than 56 days prior to the primary.

2. The purpose of the proposed amendment shall be designated on the ballot as follows:

Charter section 5.1 conflicts with state law. The existing charter section provides for nominating petition filing deadlines that are different than what is allowed under state law. State election law controls if it conflicts with charter provisions. The proposed amendment makes the wording of Section 5.1 consistent with state law. Also, the proposed amendment provides that if state election law

regarding filing deadlines changes in the future, this section will automatically comply with future changes.

3. The City Clerk shall forthwith transmit a copy of the proposed amendment to the Governor of the State of Michigan for her approval, and transmit a copy of the foregoing statement of purpose of such proposed amendment to the Attorney General of the State of Michigan for his approval, as required by law.

4. The proposed charter amendment shall be, and the same is hereby ordered to be, submitted to the qualified electors of this city at an election to be held in the City of Jackson on the 3<sup>rd</sup> day of November, 2009, and the City Clerk is hereby directed to give notice of the election and notice of registration therefor in the manner prescribed by law and to do all things and to provide all supplies necessary to submit such charter amendment to the vote of the electors as required by law.

5. The proposed amendment shall be submitted to the electors in the following form, to-wit:

PROPOSED AMENDMENT TO SECTION 5.1 OF THE CHARTER OF THE CITY OF JACKSON, TO CHANGE THE FILING DEADLINE FOR CANDIDATES SEEKING ELECTION TO CITY OFFICE.

A city charter amendment proposed by the City Council to amend Section 5.1 of the Charter as follows:

#### STATEMENT OF PURPOSE

Charter section 5.1 conflicts with state law. The existing charter section provides for nominating petition filing deadlines that are different than what is allowed under state law. State election law controls if it conflicts with charter provisions. The proposed amendment makes the wording of Section 5.1 consistent with state law. Also, the proposed amendment provides that if state election law regarding filing deadlines changes in the future, this section will automatically comply with future changes.

Shall section 5.1 of the Charter of the City of Jackson be amended to read as follows:

**Section 5.1. Requirement to File Petition.**

A candidate for elective city office shall file with the clerk a valid nominating petition, signed by qualified electors of the city at large in the case of those seeking election at large, or the applicable ward in the case of those seeking election to council. Any filing under this section shall be made no later than 4 p.m. on the 12<sup>th</sup> Tuesday prior to the odd-year primary election, or as may be amended by state law.

[    ] YES

[    ] NO

6. The proposed amendment shall be published in full together with the existing charter provisions altered or abrogated thereby as part of the notice of election.

7. The canvass and determination of the votes of said question shall be made in accordance with the law of the State of Michigan and the Charter of the City of Jackson.

STATE OF MICHIGAN    )  
COUNTY OF JACKSON    )  
CITY OF JACKSON        )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on July 14, 2009.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this \_\_\_ day of July, 2009.

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Lynn Fessel, City Clerk

RESOLUTION

BY THE JACKSON CITY COUNCIL:

1. The City Council, by a three-fifths vote of its members-elect, pursuant to the authority granted by Act 279 of the Public Acts of 1909, as amended, proposes that Section 6.5(1) of the Charter of the City of Jackson be amended to read as follows:

**Section 6.5. City Primary Elections.**

(1) A city-wide and/or ward primary election for the nomination of candidates for elective city offices shall be held on the first Tuesday after the first Monday of August in all odd-numbered years, or as may be amended by state law. A primary election shall be held when three (3) or more candidates file nominating petitions for the same office. The city primary election shall be conducted in the same manner as a general city election.

Provisions of existing Section 6.5(1) of the Charter of the City of Jackson to be altered or abrogated by such proposal, if adopted, now reads as follows:

**Section 6.5. City Primary Elections.**

(1) A city-wide and/or ward primary election for the nomination of candidates for elective city offices shall be held on the first Tuesday after the second Monday of September in all odd-numbered years. A primary election shall be held when three (3) or more candidates file nominating petitions for the same office. The city primary election shall be conducted in the same manner as a general city election.

2. The purpose of the proposed amendment shall be designated on the ballot as follows:

Charter section 6.5(1) is not in conformity with state law. Changes in state election law allowed the city to retain a September date for primary elections, if the city council adopted a resolution to that effect. The city council did not adopt the requisite resolution. The proposed charter amendment changes

the wording of section 6.5(1) to be in conformity with what is the current practice of the city regarding the holding of primary elections in August. Also, the proposed amendment provides that if state election law regarding primary elections changes in the future, this section will automatically comply with future changes.

3. The City Clerk shall forthwith transmit a copy of the proposed amendment to the Governor of the State of Michigan for her approval, and transmit a copy of the foregoing statement of purpose of such proposed amendment to the Attorney General of the State of Michigan for his approval, as required by law.

4. The proposed charter amendment shall be, and the same is hereby ordered to be, submitted to the qualified electors of this city at an election to be held in the City of Jackson on the 3<sup>rd</sup> day of November, 2009, and the City Clerk is hereby directed to give notice of the election and notice of registration therefor in the manner prescribed by law and to do all things and to provide all supplies necessary to submit such charter amendment to the vote of the electors as required by law.

5. The proposed amendment shall be submitted to the electors in the following form, to-wit:

PROPOSED AMENDMENT TO SECTION 6.5(1) OF THE CHARTER OF THE CITY OF JACKSON, TO CHANGE THE DATE FOR CITY PRIMARY ELECTIONS.

A city charter amendment proposed by the City Council to amend Section 6.5(1) of the Charter as follows:

#### STATEMENT OF PURPOSE

Charter section 6.5(1) is not in conformity with state law. Changes in state election law allowed the city to retain a September date for primary elections, if the city council adopted a resolution to that effect. The city council did not adopt the requisite resolution. The proposed charter amendment changes the wording of section 6.5(1) to be in conformity with what is the current practice of the city regarding the holding of primary elections in August. Also, the proposed amendment provides that if state election law regarding primary elections changes in the future,

this section will automatically comply with future changes.

Shall section 6.5(1) of the Charter of the City of Jackson be amended to read as follows:

**Section 6.5. City Primary Elections.**

(1) A city-wide and/or ward primary election for the nomination of candidates for elective city offices shall be held on the first Tuesday after the first Monday of August in all odd-numbered years, or as may be amended by state law. A primary election shall be held when three (3) or more candidates file nominating petitions for the same office. The city primary election shall be conducted in the same manner as a general city election.

[ ] YES  
[ ] NO

6. The proposed amendment shall be published in full together with the existing charter provisions altered or abrogated thereby as part of the notice of election.

7. The canvass and determination of the votes of said question shall be made in accordance with the law of the State of Michigan and the Charter of the City of Jackson.

\* \* \* \* \*

STATE OF MICHIGAN )  
COUNTY OF JACKSON )  
CITY OF JACKSON )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on July 14, 2009.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this \_\_\_ day of July, 2009.

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



City Clerk

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

July 8, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Angela Arnold, Deputy City Clerk *Angela*  
**RE:** Final Adoption of Ordinance No. 2009.11

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Attached is Ordinance No. 2009.11, which amends Chapter 28, Sections 28-106 (d), and adds (g), City Code, regarding off-street parking requirements, which Council approved on June 23<sup>rd</sup>.

Please place this item on the Council's July 14th agenda for final adoption.

Attachment

AN ORDINANCE AMENDING SECTION 28-106, OF CHAPTER 28 OF THE CODE OF ORDINANCES, CITY OF JACKSON, MICHIGAN, REGARDING OFF-STREET PARKING REQUIREMENTS

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1.

That Section 28-106(d) of the Code of Ordinances, City of Jackson, Michigan, be, and the same hereby is, amended by replacing the section with the following text:

(d) *Number of off-street parking spaces required.*

(1) Required off-street spaces per use:

(a) Dwellings:

- (1) One- and two-family dwellings — 2 spaces per dwelling unit
- (2) Multiple-family dwellings— 1½ spaces per dwelling unit
- (3) Dwellings limited to the elderly or low and moderate income households — 1 space per dwelling unit
- (4) Buildings converted to dwellings — 1 space per dwelling unit
- (5) Apartment hotels, dormitories, and fraternity/sorority houses — 1 space per room
- (6) Rooming and boarding houses — 1 space per resident
- (7) Dwelling units in the C-3 (central commercial) district — No spaces per dwelling unit

(b) Places of public assembly:

- (1) Auditoriums — 1 space per 4 seats
- (2) Churches, synagogues, mosques and other houses of worship — 1 space per 4 seats
- (3) Civic and social clubs, lodges, and halls — 1 space per 150 square feet of floor area used for assembly
- (4) Community centers and public meeting halls — 1 space per 100 square feet of floor area used for assembly
- (5) Bowling alley — 4 spaces per lane
- (6) Dance halls and studios — 1 space per 100 square feet of floor area used for assembly
- (7) Libraries, museums, art galleries/centers, and other cultural facilities — 1 space per 300 square feet of gross floor area
- (8) Mortuaries/funeral homes — 1 space per 50 square feet of floor area of rooms used for visitation and services
- (9) Colleges and universities and business and technical schools — 1 space per 4 students plus 1 space per 2 employees
- (10) High schools — 1 space per 6 students plus 1 space per 2 employees
- (11) Middle and elementary schools — 1 space per 15 students plus 1 space per 2 employees
- (12) Stadiums, sports arenas, and skating rinks — 1 space per 4 seats
- (13) Theaters — 1 space per 4 seats

(c) Hotels and motels — 1 space per room or suite plus 1 space per 100 square feet of floor area used for meeting and social gatherings

(d) Hospitals and other institutions for human care

- (1) Hospitals, sanitariums, and nursing and convalescent homes — 1 space per 3 beds
- (2) Orphanages — 1 space per 5 residents
- (3) Clinics (medical, dental, optical, other) — 1 space per 250 square feet of gross floor area, excluding restrooms, custodians closets, utility areas, and similar spaces

- (e) Offices — 1 space per 250 square feet of gross floor area, excluding restrooms, custodians closets, utility areas, and similar spaces
- (f) General business and any service establishments — 1 space per 250 square feet of gross floor area, excluding restrooms, custodians closets, stock rooms/service areas, utility areas, and similar spaces
- (g) Restaurants
  - (1) Carry-out, drive-in, and fast-food restaurants — 1 space per 150 square feet of gross floor area
  - (2) Coffee, tea, and 'wi-fi' cafes — 1 space per 125 square feet of gross floor area
  - (3) Other restaurants, bars, grills, and taverns — 1 space per 3 seats or 1 space per 100 square feet of gross floor area, whichever is greater
- (h) Manufacturing/processing/fabrication plants, warehouses/storage buildings, and experimental laboratories — 1 space per 2 employees on maximum shift
- (2) Equivalency of a seat.
  - (a) One seat is equal to 2 linear feet of bench/pew
  - (b) One seat is equal to 10 square feet of floor area occupied by temporary seats

Section 2.

That Section 28-106(g) of the Code of Ordinances, City of Jackson, Michigan, be, and the same hereby is, added along with the following text:

- (g) *Provisions applicable to existing lots or parcels in the R-4, R-6, C-1, C-2, C-4, & I-1 districts which do not conform to parking requirements for numbers of spaces for lawful commercial and office land uses.*

There shall be established within this zoning ordinance a special class of non-conformities applicable to parcels of land occupied by a structure for which a legal non-conformity exists because the number of parking spaces required by the zoning ordinance cannot be provided; and the placement of a lawful use will result in a failure to comply with the number of parking spaces required in Section 28-106 (d). The uses of such structures for any permitted or conditional use in the district in which the parcel is located shall be permitted without the need for the provision of additional parking spaces, subject to the following provisions:

- (1) The use of the structure or building shall be a lawful use by right or conditional use for the zoning district in which the parcel is located.
- (2) No expansion of the building or structure shall be permitted which would result in a reduction of the number of spaces provided.
- (3) Should sufficient area be available on the parcel for the creation of additional spaces, those additional spaces shall be required to be provided, except where the provision of said spaces would result in the violation of other provisions of this ordinance, including but not limited to, provisions applicable to yard, setback, and landscaping requirements.
- (4) No parking shall be permitted which will require a person to back a vehicle onto a public street from an off-street parking space.
- (5) The non-conformity is limited to commercial and office uses as permitted in the zoning districts listed above

Section 3.

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

\*\*\*\*

Adopted:



## Wastewater Treatment

2995 Lansing Avenue - Jackson, MI 49202  
Telephone: (517) 788-4075 — Facsimile: (517) 788-4641

Date: July 2, 2009

To: William Ross  
City Manager

From: Paul Vermaaten  
Director Sewage Treatment and Facilities.

Subject: Award of engineering work to Tetra Tech, Inc. of Ann Arbor, MI for the not to exceed estimate of \$ 291,046.

A "City of Jackson Wastewater Treatment Plant Study in 2005 and other studies recommended we perform a number of replacement/ upgrade activities over the years. Construction activities we should perform over the next years (2009 through 2011) are:

1. Replacement or repair of most of the larger steel pipes located in the west gallery of the WWTP. Repair/ rehabilitation of process air line going to east and west aeration tanks in and out of buildings.
2. Replacement of conveyor at WWTP preliminary building, concrete repair at preliminary/grit area and aeration tank 1-4.
3. Replacement of air blower number 8.
4. Arrange with Consumers Energy an additional electrical feed for secondary power after substation 4 or have a backup generator connection made to power some items if the normal power was off to substation 4.
5. Have a backup generator connection made after substation 1,2, and 3 so we can power some items in the plant if both power feeds were off.
6. Replace power feeder FDP CB (ferrous chloride building).
7. Upgrade MCCK disconnect (digester building). May need to replace MCC-A (basin building).
8. Replace MCC-E (blower room).
9. Replace MCC-F (west gallery).
10. Retrofit 400 amp main breaker to 9PP1 (storm pump building)
11. Perform an Arc Flash and PPE (personal protective equipment) study and label etc. as required.

In order to do the construction work we need to hire an engineering firm to develop plans and specifications, perform engineering services during the bid process, and perform construction inspection etc. On April 20, 2009 a request for Proposal was sent to five engineering firms. The firms are:

Name	Total Rating (1000 maximum points)	Cost proposal
AECOM (Earth Tech) Grand Rapids, MI	895	\$357,008.60
Tetra Tech Inc. Ann Arbor, MI	835	\$291,046.00
Fishbeck, Thompson, Carr & Huber Grand Rapids, MI	800	
OHM Engineering Advisors Livonia, MI	640	
Jones & Henry Kalamazoo, MI	565	

All five firms submitted proposals. The proposals were reviewed by Jon Dowling P.E. City Engineer, Peter Rynas and Paul Vermaaten at the Sewage Treatment Plant and Facilities.

A point system was used to evaluate the proposals based on:

1. Experience
2. Method of Approach
3. Understanding the Problem
4. Accessibility

Costs proposals were opened and evaluated only for the two highest rated firms, preventing potential Freedom of Information Act exposure to cost information by unsuccessful respondents.

The firm with the second highest score and the low not to exceed estimate was Tetra Tech Inc. of Ann Arbor, MI for the not to exceed estimate of \$291,046. We recommend Tetra Tech Inc. be awarded the work. If you concur with this recommendation will you place this on the City Council agenda for their review and approval?

Cc: Jon Dowling P.E.- City Engineer  
Peter Rynas - WWTP



## 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: William R. Ross, City Manager

DATE: July 7, 2009

SUBJECT: Grant Offer and Contract - Michigan Department of Transportation Rail Passenger Station Development

I mentioned in a Current Affairs two weeks ago that we had received a grant offer and contract from the Michigan Department of Transportation (MDOT) related to an application that the City Council authorized earlier this year to conduct the second phase of the study that commenced several years ago related to the renovation of the Jackson Railroad Station, and conversion of the station into an intermodal transportation center. I also mentioned that we were researching previous Council action to determine if that action included allowing the City Manager to accept the grant on behalf of the City. Our conclusion is that previous action only authorized the application, and both because the previous action did not authorize accepting the grant, and because MDOT has forwarded an agreement, we are placing this matter on the agenda of the meeting of July 14<sup>th</sup> for your review and approval.

The second phase of the study includes developing a work plan for renovation of the facility including construction cost estimates and ongoing station operation cost estimates, outlining the various areas for different travel modes and passenger needs, and developing a plan for ancillary uses such as restaurants, bookstores, magazines sales, and similar activities. The completion of the second phase of this study is crucial to any future applications for state and federal funding for the actual renovation and conversion of the railroad station. The conversion of the station would allow a single location for various modes of transportation to interact, and would both preserve the oldest active station on the Amtrak system, and provide an economic stimulus for the neighborhood surrounding the railroad station. The renovation of the station fits with the City's long-range plans to improve the neighborhood north of the station, to the Allegiance Health System area to the east, and to the Armory Arts area to the west. The conversion of the station and the improvement of the area also continues the process of improving East Michigan Avenue, which has been undertaken by both public and private sources.

I forwarded a copy of the proposed agreement to Jules Giglio, City Attorney, for his review. I have attached a memorandum from Mr. Giglio in which he raises three concerns. I believe that these concerns can be adequately addressed.

Mayor & Councilmembers  
Page 2  
July 7, 2009

The City will be responsible for taking proposals from consulting firms for the preparation of the second phase of the study. The cost of the study cannot exceed \$60,000. If the proposals exceed \$60,000, the City Council will either need to reject all of the proposals, and indicate to MDOT that the study cannot be undertaken, or I will need to go to MDOT and ask for additional funding. I have discussed the study with at least one consulting firm who indicated that they felt \$60,000 was sufficient. The representatives of MDOT also feel that \$60,000 will handle the second phase of the study. I agree with Mr. Giglio that Section 4 provides an “out” for the State if funds are not available. I have discussed this situation with representatives of MDOT. They assure me that the funds are available, and will continue to be available. You will recall that when I originally brought this matter to City Council for approval to make the application I indicated that MDOT was looking for funds to assist with this project, and when they found appropriate funding they would forward an agreement to us with a grant award. I believe that while this is a matter that needs to be drawn to your attention, MDOT has the funding available, and will not back out of the process.

The State generally will not delete sections related to liability. I note that in this paragraph that most of the language deals with environmental issues. The study does not involve any actual physical work on the facility, and therefore, the risk of any environmental liability is minimal. The City’s normal contracts with consultants include the provision of liability insurance by the consultant to protect the City, and therefore, while I understand Mr. Giglio’s concerns, I believe that the City is adequately protected in this area.

I recommend that the City Council accept the grant award, and authorize the City Manager to execute the grant agreement on behalf of the City, and authorize the staff to prepare a request for proposals to implement this study.

WRR:skh

Attachment

**Julius A. Giglio**  
City Attorney

**Susan G. Murphy**  
Deputy City Attorney  
**Gilbert W. Carlson**  
Assistant City Attorney

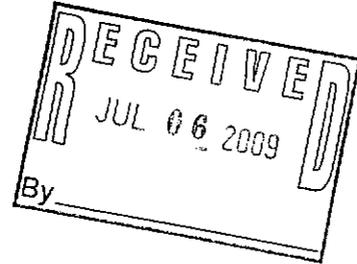
**OFFICE OF THE**



161 West Michigan Avenue  
Jackson, MI 49201  
(517) 788-4050 / (517) 788-4023  
Fax: (517) 788-4059

**CITY ATTORNEY**

MEMORANDUM  
July 6, 2009



TO: William R. Ross, City Manager

FROM: Julius A. Giglio, City Attorney 

RE: Michigan Department of Transportation and City of Jackson  
Rail Passenger Station Development Study Contract

I have quickly reviewed the above referenced contract, and wish to bring a couple of items to your attention.

Section 3 provides in part that the maximum contract amount that the State will pay for the study is \$60,000.00. If costs are incurred above that amount, the City will be responsible for same.

Additionally, Section 4 of the contract has an "out" for the State. Section 4 provides in part that the funds for the contract "available through legislative appropriations are based on projected revenue estimates." The section goes on to state that the State may reduce the amount of the contract "if the revenue actually received is insufficient to support the appropriation under which this Contract is made." Accordingly, the State could unilaterally reduce the amount to the City if they do not receive legislative appropriations. If the City has already incurred costs, we may end up having to pay the contractor from our funds.

Finally, I request we attempt to delete in its entirety Section 8, providing for the City to indemnify and hold the State harmless.

If you have any questions regarding this matter, please contact me.

JG/cr

cc: Jon Dowling, City Engineer

CONTRACT NO. 2009-0487  
PROJECT NO. 107114  
ACCOUNT NO. 77090  
AGENDA: CAB

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF JACKSON**

**RAIL PASSENGER STATION DEVELOPMENT STUDY**

**CONTRACT**

THIS CONTRACT is made and entered into this day of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the City of Jackson, Michigan, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the parties desire to undertake the improvement and development of the intercity Amtrak railroad passenger station in the City of Jackson to serve as a multimodal transportation facility; and

WHEREAS, the State of Michigan has appropriated funds for the performance of a study and the development of capital improvements related to the intercity Amtrak railroad passenger station;

NOW, THEREFORE, the parties agree as follows:

**Section 1. PURPOSE**

The purpose of this Contract is to provide for the performance of an in-depth study and the development of a program for the renovation and redevelopment of the Amtrak rail passenger station in the City of Jackson, Michigan, to serve as an intermodal transportation center, such work hereinafter referred to as the "STUDY." The STUDY will include the development of a work plan for the renovation of the facility, providing functional areas for various travel modes and passenger needs and for possible ancillary uses such as restaurants and retail spaces, where appropriate.

## **Section 2. STUDY**

The CITY will arrange for the performance of the STUDY, including the advertising and selection of an independent consultant to perform the work. The Rail Passenger Station Development Study that was completed in 2006 will be used as a reference in the performance of the STUDY. Work will include developing a work plan for the renovation of the facility while maintaining its historic integrity, providing complete accessibility, and providing functional areas for rail, bus, cab, and other transportation needs and for possible ancillary uses such as restaurants and retail spaces, where appropriate.

The STUDY work will also include estimating construction costs and ongoing station operation costs and establishing a construction schedule and time frame. STUDY tasks will include identifying and estimating costs of building improvements, including exterior and interior improvements necessary to support efficient and reliable multimodal service, with office space and a dining area.

## **Section 3. COST**

The DEPARTMENT and the CITY agree that the maximum Contract amount of Sixty Thousand Dollars (\$60,000.00) set forth in Attachment A represents estimated line item costs required to complete the STUDY and may be subject to revision and adjustment. Therefore, the DEPARTMENT and the CITY agree that revisions or adjustments to estimated line item costs set forth in Attachment A are permitted, provided, however, that such revision or adjustment will not result in an increase in the financial obligation of the DEPARTMENT or in a change in the scope of the STUDY, unless by prior award of a written amendment to this Contract, whether before commencement of the STUDY or during the course of the STUDY.

No work may begin on the STUDY until the DEPARTMENT provides written notification to proceed to the CITY.

## **Section 4. COST REIMBURSEMENT**

The DEPARTMENT agrees to reimburse the CITY for one hundred percent (100%) of the eligible costs of the STUDY, as described in Attachment A, up to a maximum amount of Sixty Thousand Dollars (\$60,000.00) of DEPARTMENT funds, as set forth in Section 3.

DEPARTMENT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR, Federal Acquisition Regulations, Part 31, incorporated herein by reference as if the same

were repeated in full herein, and OMB Circular A-87, incorporated herein by reference as if the same were repeated in full herein.

**Section 5. METHOD OF REIMBURSEMENT**

- a. The reimbursements identified in Section 4 will be made by the DEPARTMENT against invoices presented to it by the CITY detailing actual costs by the CITY and/or its subconsultant(s) (including labor costs based on actual hours worked, fringe benefits, materials, equipment, and overhead) as well as evidence of payment or other supporting documentation by the CITY. Reimbursement for costs incurred is subject to review and approval by the DEPARTMENT.
- b. The CITY will submit, along with each invoice as identified in Section 5(a), a STUDY billing summary showing actual STUDY costs to date. The CITY agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CITY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
- c. The DEPARTMENT will reimburse the CITY for one hundred percent (100%) of the allowable STUDY costs and expenses, as set forth in Attachment A and as shown in the CITY's billings, as received and approved the by DEPARTMENT, within forty-five (45) days of receiving said billings, up to a maximum amount of Sixty Thousand Dollars (\$60,000.00) of DEPARTMENT funds. Upon receipt by the DEPARTMENT of the billings from the CITY, the DEPARTMENT will reimburse the CITY the total allowable amount as reviewed and approved by the DEPARTMENT.

**Section 6. AUDIT AND RECORD-KEEPING**

The CITY agrees to the following:

- a. The CITY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this contract.
- b. The CITY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507) and OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097 (10i), as applicable with regard to audits, that are in effect at the time of Contract award.
- c. The CITY will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of

a dispute with regard to the allowable expenses or any other issue under this Contract, the CITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- e. The entire STUDY will be subcontracted. The CITY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
- f. The CITY must comply with applicable state laws and regulations relative to audit requirements.
- g. The CITY is subject to state monitoring activities, which may include limited scope reviews and other on-site monitoring.

#### **Section 7. AUDIT AND REPAYMENT**

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

Within sixty (60) days after the date of the Notice of Audit Results, the CITY will (a) respond in writing to the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CITY, the CITY will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CITY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30)

day period, the CITY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CITY under this contract, or any other agreement, or payable to the CITY under the terms of PA 51, if applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

#### **Section 8. INDEMNIFY AND SAVE HARMLESS**

In addition to the protection afforded by any policy of insurance, the CITY agrees to indemnify and save harmless the State of Michigan, the Michigan Department of Transportation, the Michigan State Transportation Commission, and all officers, agents, and employees thereof :

- a. from any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CITY in connection with the CITY's performance of the STUDY, and
- b. from any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the CITY's performance of the STUDY under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees. The City's obligation to indemnify the DEPARTMENT with respect to environmental damage, degradation, and response and cleanup costs will be limited to environmental damage caused directly by the CITY's use of property. This provision will not be construed as an admission that the DEPARTMENT and/or the CITY are/is liable for contamination already on the selected property.

The DEPARTMENT will not be subject to any obligations or liabilities by contractors of the CITY or its subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CITY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed

against the State of Michigan, the Michigan Department of Transportation, or the Michigan State Transportation Commission.

In the event that the same occurs, it will be considered a breach of this Contract, thereby giving the State of Michigan, the Michigan Department of Transportation, and the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

#### **Section 9. NONDISCRIMINATION**

- a. This Contract is subject to the provisions of 49 CFR Part 265 - Nondiscrimination in Federally Assisted Railroad Programs. Pursuant thereto, the provisions of 49 CFR 265.7 (a), (1) through (15), are expressly incorporated herein by reference, provided, however, that the CITY and the DEPARTMENT will each be deemed a "recipient" thereunder.
- b. In connection with the performance of the STUDY under this Contract, the CITY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 1998, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. During the performance of this Contract, the CITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241 as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated March 1992, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

#### **Section 10. SUBLETTING**

No portion of the STUDY will be sublet without the prior written consent of the DEPARTMENT. Consent to sublet any portion of the STUDY will not be construed to relieve the CITY of any responsibility or obligation under or for the fulfillment of this Contract. All contracts, including amendments, with subcontractors in excess of Twenty-Five Thousand Dollars (\$25,000.00), will be submitted to the DEPARTMENT for approval prior to award and will contain all applicable provisions of this Contract. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

**Section 11. ENTIRE CONTRACT**

This Contract constitutes the entire agreement between the parties with respect to the STUDY. There are no other agreements, either expressed or implied. All prior contracts, agreements, and understandings between the parties with respect to the STUDY are subsumed within this Contract. Except as otherwise provided in this Contract, no change in, modification to, or amendment to this Contract will be of any force of effect unless in writing, dated, and awarded by duly authorized representatives of the parties.

**Section 12. TERM**

This Contract will be in effect from the date of award through September 30, 2010. No STUDY work may begin until the CITY receives a written notification to proceed from the DEPARTMENT.

Prior to expiration, the time for completion of performance under this Contract may be extended by the DEPARTMENT upon written request and justification from the CITY. Upon approval and authorization by the DEPARTMENT, a written time extension amendment will be issued by the DEPARTMENT. The terms and conditions of the extension will be set forth in the amendment. Any such extension will not operate as a waiver by the DEPARTMENT of any of its rights herein set forth.

**Section 13. CHANGES**

Any change in the scope or character of the STUDY or in the cost, compensation, or term of this Contract will be by award of a prior written amendment to this Contract by the parties.

**Section 14. TERMINATION**

- a. Either party may terminate this Contract upon thirty (30) days written notice to the other party for reasons of (1) events or circumstances beyond the control of the parties that prevent the timely commencement or completion of the STUDY, or (2) failure to perform services or meet obligations described in this Contract.
- b. In the event of termination by the DEPARTMENT in accordance with subsection (a) above, the DEPARTMENT will pay to the CITY the reasonable value of the services performed under this Contract prior to and including the date of such termination, but excluding any costs incurred after the date of termination. In case of breach or default by the CITY, the DEPARTMENT may terminate the Contract immediately and procure the services from other sources and hold the CITY responsible for any damages or excess costs occasioned thereby. In the event of termination by the CITY pursuant to the terms of this section, the CITY will provide to the DEPARTMENT a full accounting of all costs chargeable by the CITY, along with a report of all STUDY activity performed to date of termination. In no case will the amount paid to the CITY for partial completion

of the STUDY exceed the amount the CITY would have received had the STUDY been completed.

**Section 15. UNFAIR LABOR PRACTICES**

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*; the CITY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the CITY or the name of a subcontractor, manufacturer, or supplier utilized by the CITY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

**Section 16. SEVERABILITY**

If any part of this Contract is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Contract, and the remaining parts of this Contract will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

**Section 17. AWARD**

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF JACKSON

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

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Title: Director



Date: May 18, 2009  
Contract No.: 2009-0487  
Project No.: 107114

ATTACHMENT A

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF JACKSON

Total costs for consultant selection and an independent rail passenger station development study of the rail passenger station to serve as a intermodal transportation facility in the City of Jackson.

Rail passenger station development study (874)      \$60,000

Funding source:

2009/7709      \$60,000 (S)

Checklist No. 2009-201

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

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

March 1998

**APPENDIX B  
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



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

**DATE:** July 8, 2009  
**TO:** William R. Ross, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** Engineering Services for High Street Bridge Preventative Maintenance

Attached is the Price Proposal and Scope for Bridge Engineering Services by Great Lakes Engineering Group, LLC for the High Street Bridge. The proposal is for inspection, design and construction engineering services for preventative maintenance work on the westerly High Street Bridge near Cooper Street. Construction will include deck resurfacing, substructure repairs, and sidewalk and railing fascia patching.

Great Lakes Engineering is currently under contract with the City to provide bridge inspection services. They were asked to provide the proposal because of their familiarity with city bridges based on the inspections and that this is maintenance work on the bridge, not a replacement project.

The Department of Engineering recommends that the work for design and construction engineering for the High Street Bridge project be awarded to Great Lake Engineering of Lansing, MI at their not-to-exceed cost of \$60,190.68. The City has funding from the MDOT Local Bridge Program for bridge construction in 2010. Funding for design is available in the Major Street Fund for this fiscal year.

With your concurrence, please submit this request to City Council for approval. I also request that the City Manager and City Engineer be authorized to sign the proposal agreement. If you have any questions, please do not hesitate to contact me.

c: Randall T. McMunn, P.E., Assistant City Engineer  
Lucy Schultz, Accounting Manager



Great Lakes Engineering Group, LLC

June 30, 2009

Mr. Randy McMunn - Assistant City Engineer  
City of Jackson  
161 W. Michigan Avenue  
Jackson, MI 49201

RE: Price Proposal and Scope for Bridge Engineering Services  
East High Street Bridge over the Grand River (west structure)

Dear Mr. McMunn:

Great Lakes Engineering Group, LLC is pleased to submit the attached scope of services for Bridge Engineering Services of the East High Street Bridge project. The scope has been broken up into three separate tasks.

Task	Task Description	Task Cost
Task I	Existing Bridge Condition	\$3,270.05
Task II	Design of Bridge Deck Overlay	\$18,028.26
Task III	Construction Engineering & As-Built Plans	\$39,190.68

**The total services for this project will be compensated on an actual cost basis with a total dollar amount not to exceed of \$60,488.99.**

Please feel free to contact me at (517) 363-4400 if you have any questions.

Sincerely,

GREAT LAKES ENGINEERING GROUP, LLC

Amy L. Trahey, P.E.  
Project Manager

Attachments

ACCEPTED: CITY OF JACKSON, MI

BY: \_\_\_\_\_  
William Ross, City Manager

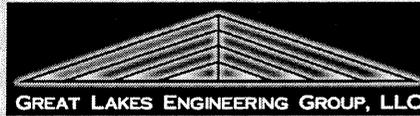
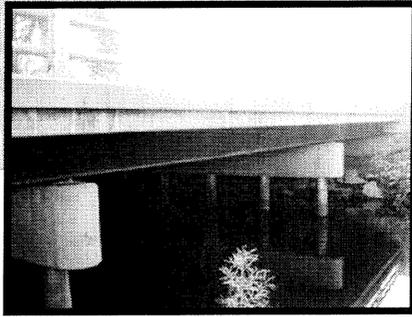
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Jon Dowling, P.E., City Engineer

DATE: \_\_\_\_\_

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Great Lakes Engineering Group, LLC  
521 Seymour Street, Lansing, MI 48933  
Phone: 517.363.4400 Fax: 517.363.4036  
Email: info@glengineering.com



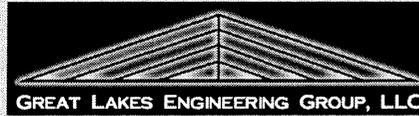
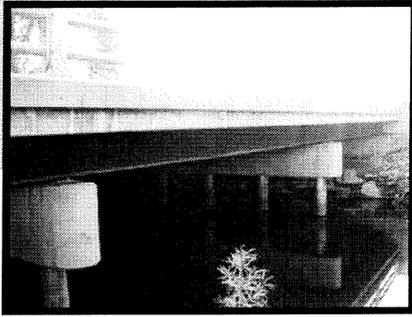
## Bridge Engineering Services

### East High Street (west structure) over the Grand River Structure Number 4536

Prepared for:

The City of Jackson

June 29, 2009



The scope of services to be performed by Great Lakes Engineering Group, LLC is divided into tasks as outlined below. As a **MINIMUM**, the following tasks will be addressed:

**TASK I – EXISTING BRIDGE CONDITION**

The consultant shall inspect the existing bridge and job site to determine the extent and complexity of the rehabilitation work and to determine the need for any additional work not included in the Local Bridge Program Application for Preventative Maintenance. An updated cost estimate will be prepared and submitted. Survey is not anticipated due to the scope of the Design of the Preventative Maintenance Bridge Rehabilitation.

**TASK II – DESIGN OF BRIDGE DECK OVERLAY**

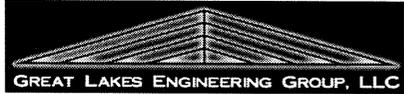
The consultant shall design the bridge deck concrete overlay, substructure, railing and sidewalk repairs to comply with all MDOT and governing agencies standards and requirements, including any necessary permit applications. Preliminary designs shall be prepared by the consultant and submitted to the City for review and comment prior to the finalization of any plan documents. The consultant shall provide a proposed schedule of the work plan in a detailed bar chart.

All final plans shall be prepared using AutoCAD version 2008. Items shall be prepared according to City and MDOT requirements. The plans shall comply with MDOT's requirements. The consultant will submit the project plans and engineering cost estimates to the City for review prior to submittal to MDOT. The consultant will attend all meetings and prepare specification and drawing changes to meet City requirements and submit to MDOT all necessary information needed to provide the Owner with a complete project ready to use.

**TASK III – CONSTRUCTION ENGINEERING AND PREPARE AS-BUILT PLANS**

The consultant shall provide Project Engineering staff and services to include engineering supervision, construction inspection, and construction surveying and layout. Services will be provided to handle all aspects of the project, both field and office related. All testing and inspection shall be performed by certified technicians as required by MDOT. The consultant shall maintain the official documentation files in accordance with City's requirements and will utilize FieldManager and Fieldbook software applications to manage the project. The consultant shall be responsible for seeing that the final product is of the highest quality. The material testing will be performed by the City of Jackson, or its testing consultants and they shall be MDOT certified technicians. It is assumed that the construction will be complete within 5 weeks from start, and there will be one week work for finaling out the project files according to MDOT policy.

The consultant shall prepare as-built plans showing the final configuration of the project as it was constructed. The consultant will provide the as-built plans on CD.



East High Street Bridge over the Grand River  
Proposed Project Schedule  
for  
The City of Jackson

ID	Task Name	Duration	Start	2010												
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	<b>City of Jackson - East High Street Bridge Project</b>	<b>198.67 days</b>	<b>Mon 8/17/09</b>													
2	<b>Bridge Scoping</b>	<b>4 days</b>	<b>Mon 8/17/09</b>													
3	Site Investigation	1 day	Mon 8/17/09													
4	Review Existing Plans, Bridge Files	1 day	Tue 8/18/09													
5	Scoping Report Preparation	1 day	Wed 8/19/09													
6	City of Jackson Review/Comments/Approval	2 days	Thu 8/20/09													
7	<b>Design</b>	<b>87.67 days</b>	<b>Fri 1/8/10</b>													
8	TS&L Submittal to MDOT	1 day	Fri 1/8/10													
9	Submit Program Application	1 day	Fri 2/5/10													
10	MDOT/City of Jackson Grade Inspection	1 day	Mon 3/22/10													
11	Final Plans/ ROW/ Proposal/Final Estimate Submittal to MDO1	1 day	Fri 4/30/10													
12	Letting Date	1 day	Fri 7/9/10													
13	<b>Construction Engineering</b>	<b>36 days</b>	<b>Fri 7/23/10</b>													
14	Inspection, Testing, Construction Administration	36 days	Fri 7/23/10													
15	Prepare As-Builts	5 days	Mon 9/13/10													

Project: East High Street Project.mpp Date: Wed 6/17/09	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

## DERIVATION OF COST PROPOSAL

AGENCY: City of Jackson  
 LOCATION: East High Street over the Grand River (west structure)  
 PROJ. DESCRIPTION: **Task I - Existing Bridge Condition**  
 GLEG PROJECT NO.: 1009-1-140

### Great Lakes Engineering Group, LLC

**DIRECT LABOR:**

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
A. Trahey, P.E.	8		\$60.00		\$480.00
E. Currie, Proj. Eng	8		\$20.18		\$161.44
J. Haarala, Inspector	8		\$21.26		\$170.08
K. Hahn, Inspector	8		\$24.28		\$194.24
<b>Total Hours</b>	<b>32</b>		<b>Subtotal Labor:</b>		<b>\$1,005.76</b>
			<b>Total Labor:</b>		<b>\$1,005.76</b>

**OVERHEAD:**

(Total Labor) x 187% = **Total Overhead** \$1,880.77

**DIRECT EXPENSES:**

Mileage 120 miles x \$0.550 /mile = \$66.00  
**Total Direct Expenses \$66.00**

**SUBCONSULTANT:**

= **Total Sub-Consultant Expenses \$0.00**

**FIXED FEE:**

Total Labor + Total Overhead x 11% = **Total Fixed Fee: \$317.52**  
 \$2,886.53  
 Subtotal GLEG Costs: \$3,270.05  
**Total Costs: \$3,270.05**

## DERIVATION OF COST PROPOSAL

AGENCY: City of Jackson  
 LOCATION: East High Street over the Grand River (west structure)  
 PROJ. DESCRIPTION: **Task II - Design of Bridge Deck Overlay**  
 GLEG PROJECT NO.: 1009-1-141

### Great Lakes Engineering Group, LLC

#### DIRECT LABOR:

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
A. Trahey, P.E.	50		\$60.00		\$3,000.00
M. Turner, P.E.	4		\$55.20		\$220.80
J. Rickard, P.E.	8		\$44.44		\$355.52
E. Currie, Proj. Eng	40		\$20.18		\$807.20
J. Haarala, CAD	60		\$21.26		\$1,275.60
<b>Total Hours</b>	<b>162</b>		<b>Subtotal Labor:</b>		<b>\$5,659.12</b>
			<b>Total Labor:</b>		<b>\$5,659.12</b>

#### OVERHEAD:

(Total Labor) x 187% = **Total Overhead** \$10,582.55

#### DIRECT EXPENSES:

Mileage miles x \$0.550 /mile = \$0.00

**Total Direct Expenses \$0.00**

#### SUBCONSULTANT:

=

**Total Sub-Consultant Expenses \$0.00**

#### FIXED FEE:

Total Labor + Total Overhead x 11% = **Total Fixed Fee:** \$1,786.58

\$16,241.67

Subtotal GLEG Costs: \$18,028.26

**Total Costs: \$18,028.26**

## DERIVATION OF COST PROPOSAL

AGENCY: City of Jackson  
 LOCATION: East High Street over the Grand River (west structure)  
 PROJ. DESCRIPTION: **Task III - Construction Engineering & As Built Plans**  
 GLEG PROJECT NO.: 1009-1-142

\* this derivation is based upon a 6 weeks max construction period, includes 1 week project finaling

### Great Lakes Engineering Group, LLC

#### DIRECT LABOR:

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
A. Trahey, P.E., PM	20		\$60.00		\$1,200.00
J. Rickard, P.E., Proj. Eng	80		\$44.44		\$3,555.20
J. Haarala, Inspector & CAD	256		\$21.26		\$5,442.56
OT	40		\$31.89		\$1,275.60
<b>Total Hours</b>	<b>396</b>		<b>Subtotal Labor:</b>		<b>\$11,473.36</b>
			<b>Total Labor:</b>		<b>\$11,473.36</b>

#### OVERHEAD:

(Total Labor)	x	187%	=	<b>Total Overhead</b>	\$21,455.18
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#### DIRECT EXPENSES:

Mileage		4,800 miles	x	\$0.550 /mile	= \$2,640.00
				<b>Total Direct Expenses</b>	<b>\$2,640.00</b>

#### SUBCONSULTANT:

	=	<b>Total Sub-Consultant Expenses</b>	<b>\$0.00</b>
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#### FIXED FEE:

Total Labor + Total Overhead		x		11%	=	<b>Total Fixed Fee:</b>	\$3,622.14
\$32,928.54							
						Subtotal GLEG Costs:	\$39,190.68
						<b>Total Costs:</b>	<b>\$39,190.68</b>



July 7, 2009

Mr. Mayor and Councilmembers,

The Michigan Municipal League's Annual Convention will be held in Kalamazoo this September 22-25, 2009. In order to better educate myself in many areas including how to tackle economic and financial issues we face, I believe it is quite important to attend this event. Since the Convention is so close in proximity and we are facing a tight budget, I would be willing to take care of my own accommodations and/or commute back and forth on my own "dime", if the Council would approve of paying for my registration of \$324.00. I would also encourage your attendance to this important event and would likewise support coverage of your registration fee.

I ask that this item be placed on the Council's agenda for your consideration for Tuesday May 26, 2009.

Regards,

Dan Greer  
Third Ward Councilmember



## Community Development

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

July 8, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Carol Konieczki, Community Development Director  
**RE:** Request for assistance in basement repair at 608 Hibbard

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Ms. Geraldine Marchello has written requesting assistance for repair on her basement wall at her home at 608 Hibbard from the City of Jackson, in the amount of approximately \$800.00. She received a bid from Mike Huizinga for \$800.00 to repair the wall, but may possibly need dirt on the outside to increase the grade, which would increase the cost. In 2008, Ms. Marchello obtained an Emergency Hazard loan in the amount of \$1,826.80, which is repayable on September 19, 2026. She also stated in her letter that her home taxes have increased this year and that she is 73 years old and on a fixed income and, therefore, unable to afford the repair on the wall.

Ms. Marchello would like to eliminate any further damage to her basement wall, which is currently crumbling, and would appreciate any help the City would be able to provide to her. The Emergency Hazard Guidelines state: Properties previously rehabilitated with CDBG and/or HOME funds will not be eligible for this program until five years from the date of the original loan.

Staff's recommendation and requested action of City Council is relief from the program guidelines and approval of Ms. Marchello's request for the City to assist in the repair of her basement wall in the amount of \$800.00. Please place this item on the July 14, 2009 City Council Agenda for consideration.

CK:sc

cc: Kim Van Every, Loan Assistant  
Heather Soat, Financial Analyst



## Community Development

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

July 8, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Carol Konieczki, Community Development Director  
**RE:** Request for forgiveness of second mortgage on 1037 First St.

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Ms. Mary Huffman has written requesting forgiveness of the second mortgage on her home at 1037 First Street with the City of Jackson in the amount of \$8,500.00. In 1994, Target Area Program (T.A.P.) put \$24,000 of rehab money into the home and a balance of \$8,500 remains as the second mortgage. In 1999, Ms. Huffman remortgaged the home to complete needed repairs, ie, roof, kitchen and 2 bathrooms. Since that time, her income has decreased by more than 50%, and as a result, is behind on many of her financial obligations.

Ms. Huffman would like to avoid foreclosure and is attempting to work out a modification, but feels that if the second mortgage with the City was forgiven, she would be able to go the "short sale" option, which would allow her to salvage her credit, rather than a foreclosure.

Staff's recommendation and requested action of City Council is to approve Ms. Huffman's request to forgive the \$8,500.00 on her Owner-Occupied Rehab Loan and to authorize City Staff to discharge the related mortgage. Please place this item on the July 14, 2009 City Council Agenda for consideration.

CK:sc

cc: Kim Van Every, Loan Assistant  
Heather Soat, Financial Analyst



# 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: William R. Ross, City Manager

DATE: July 9, 2009

FROM: Carol Konieczki, Community Development Director

SUBJECT: Lead Hazard Control Grant Application 2009

In 2000, the President's Task Force on Environmental Health and Safety Risks identified childhood lead poisoning in the United States as a major public health problem. The Task Force set the goal of eliminating lead poisoning in children by the year 2010 and charged several Federal agencies, including the Department of Housing and Urban Development (HUD) with the task of establishing programs to do such. One of the programs established by HUD was the Lead Hazard Control grant. The grant awards funding for communities to provide blood lead level testing for children under the age of six and to assist with lead hazard control activities to remove lead hazards from homes in which children under the age of six reside. In 2004, the City of Jackson submitted an application for a Lead Hazard Control Grant.

On September 16, 2005, the City of Jackson was notified of an award of \$2,000,000 from the U.S. Department of Housing and Urban Development for Lead Hazard Control. The grant covers the time period from award through June 30, 2009. The purpose of this grant is to eliminate lead based paint hazards in housing through the identification and control of lead based paint hazards; coordination of public and private resources through collaboration with local community agencies; establishment of a lead-safe housing registry; providing educational resources for homeowners and renovation contractors; and to provide testing for income eligible children under the age of six for elevated blood lead levels.

As of October 1, 2005, the Lead Hazard Control Program (LHCP) has created 108 lead-safe housing units within the City of Jackson and Jackson County. The LHCP currently has 72 pending projects and 22 projects under construction. The grant term for LHCP funding ends on September 30, 2009. The LHCP is in the process of completing an application for renewal funding for additional Lead-Based Paint Hazard Control funds from HUD. The application requests an additional \$2,070,000 in renewal funding to continue providing lead hazard remediation to housing units with children under the age of six living in them. (\$2,000,000 for Lead-Based Paint Hazard Control and \$70,000 for Healthy Homes projects) The City will once again collaborate with the Community Action Agency and Jackson County Health Department in the implementation of the grant throughout the City of Jackson and Jackson County.

A new component of the 2009 grant is the additional \$70,000 to provide a healthy homes initiative in conjunction with lead hazard control. The purpose of Healthy Homes funding is to promote indoor air quality and a healthy living environment in homes with young children living in them. In order to maximize the \$70,000 for healthy homes initiatives, the LHCP will implement a radon testing and mitigation program to provide testing for radon gas in all project



homes. Should radon gas be found that exceeds allowable limits, the LHCP will provide funding to assist eligible property owners in the installation of a radon mitigation system. It is estimated that 45 homes will be eligible for radon mitigation through this funding.

Grant applications are due to the U.S. Department of Housing and Urban Development no later than 5:00 p.m., July 20, 2009. The application itself is still being drafted through the collaborative efforts of the other participating agencies. A full copy of the final grant application will be available for inspection in the Community Development Department after July 20, 2009.

Requested action is for City Council to:

1. Authorize the Mayor to sign Form 424 (the application), and any other documentation required for submittal of the Lead-Based Paint Hazard Control grant application to HUD, once the application is completed; and
2. Allow staff and the City Attorney to make minor modifications as necessary.

Please place this item on the July 14, 2009 City Council meeting agenda for consideration.





## Jackson Brownfield Redevelopment Authority

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 768-6433 — Facsimile: (517) 780-4781

July 8, 2009

**TO:** William R. Ross, City Manager

**FROM:** Carol Konieczki, Community Development Director

**RE:** **Request for Authorization for the Mayor and City Clerk to execute a Professional Services Agreement (PSA) contract with Soil and Materials Engineers, Inc. (SME), and to execute a PSA contract with Applied Science and Technology, Inc. (ASTI), to become the City's environmental consultants for the USEPA Revolving Loan Fund, as recommended by the Jackson Brownfield Redevelopment Authority (JBRA)**

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In 2008, the City received a \$1 million US Environmental Protection Agency (EPA) Revolving Loan Fund Grant, which allows the JBRA to loan money to developers for the remediation of contaminated brownfield sites. As part of that process, staff has submitted and received approval from the EPA for a Work Plan; negotiated a Cooperative Agreement, which is the monetary contract with the EPA; and issued a Request for Qualifications and Proposals (RFQP) for consultants to assist in administering the project and performing related work.

As outlined in the U.S. EPA Brownfield Cleanup Revolving Loan Fund Work Plan, a not-to-exceed amount of \$40,800 will be allocated to administration, all of which will be awarded to the primary consultant. Other associated costs, such as marketing, personnel, travel, supplies, loan processing, legal fees, and management costs, will leave \$900,000 available to be loaned to developers for cleanup activities. Consultant services for remediation and oversight will be determined on a project-by-project basis, as each project may vary greatly in their size and scope of work. The project fee structures submitted by each consultant, outlining hourly rates for services required to complete remediation and oversight activities, have been reviewed and are reasonable and similar in cost.

The RFQP was issued on April 24, 2009, with a deadline of May 18, 2009, which resulted in the receipt of five proposals, the majority of which were of excellent quality and content. Three firms were selected for interviews, two of which were selected to complete tasks as described in the RFQP.

Entering into contracts with two consultants will assure compliance with all remediation activities and comprehensive oversight. Typically, a developer will borrow grant dollars and hire an environmental consultant of their choice to provide support with clean-up and remediation activities. In the event that the City's primary consultant is hired by a private developer to assist with these activities, the City will utilize the services of an alternative consultant to provide project oversight. Additionally, the primary consultant will provide general administration of the Grant and reporting to the US EPA as specified in the terms of the contract.

The following process highlights the steps of the proposal evaluation:

1. The JBRA established a sub-committee for Grant start-up tasks.

2. The sub-committee reviewed and evaluated qualifications and proposals submitted by environmental consultants, based on the criteria contained in the RFQP, choosing the three most qualified consultants to be considered for interviews.
3. Interviews were conducted, and the sub-committee evaluated them accordingly.
4. The sub-committee then opened the cost proposals of the preferred consultants to assure costs did not exceed Grant funding, and returned unopened cost proposals to firms that were not selected, in order to protect their privacy, as opened cost proposals are subject to FOIA.

The JBRA wishes to express their confidence that all of the firms selected for interviews are competent and well-qualified, however, the evaluation process allowed for a ranking system, which brought forth two candidates for recommendation. The process has been extremely time-consuming, as great efforts have been taken to make it as equitable and objective as possible.

In emphasizing the difficulty of the decision amongst highly qualified and capable firms, the JBRA recommends that City Council select Soil and Materials Engineers, Inc. (SME) as the primary consultant to assist with the administration of the RLF Grant. SME scored the greatest number of points in the evaluation process, and is ranked number one of the three consultants interviewed. Additionally, the JBRA certifies that SME is capable of providing cleanup and remediation services as well as project oversight. It is recommended that they be approved to provide assistance with these aspects of the Grant.

The JBRA has also chosen an alternative consultant that is capable of providing cleanup and remediation services, as well as project oversight. The subcommittee recommends Applied Science & Technology, Inc. (ASTI) to City Council for approval for these particular tasks.

Contract documents consisting of the City of Jackson Standard Terms and Conditions for Professional Service Contracts is attached, and have been approved by the City Attorney and prepared for the consultants review and endorsement. Included in the "Contract" but not included herein due to the bulk of the contents, are:

1. The Cooperative Agreement between the City and the US EPA (EPA Agreement) dated September 23, 2008,
2. the City's Request for Qualifications and Proposals (RFQP) dated April 24, 2009, and
3. the PSP's Proposal (Proposal) dated May 18, 2009, including their Statement of Qualifications and Fee Structure.

A copy of the entire contract will be maintained in the City Clerk's office and in the Community Development Department, and copies will be made available to Councilmembers for review, upon request.

**Recommended action** is for consideration of authorization for the Mayor and City Clerk to execute a Professional Services Agreement (PSA) contract with SME and ASTI, subject to minor modifications by the City Attorney, to effectuate finalization of the documents, as recommended by the JBRA per action taken at their July 8, 2009 meeting.

att: City of Jackson Standard Terms and Conditions for Professional Service Contracts with SME  
City of Jackson Standard Terms and Conditions for Professional Service Contracts with ASTI

CK/bh

CC: James Harless, SME  
Thomas Wackerman, ASTI

## **CITY OF JACKSON STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE AGREEMENT**

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amounts identified in PSP's Fee Proposal dated May 18, 2009 (Fee Proposal), attached hereto as Exhibit 1 and incorporated by reference, constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in PSP's Response To Request for Prequalification and Proposal for Professional Environmental Consultant Services dated May 18, 2009 (Proposal), attached hereto as Exhibit 2 and incorporated by reference, and the Owner's Request for Qualifications and Proposals (RFQP), dated April 24, 2009. The RFQP is attached hereto as Exhibit 3 and incorporated by reference, and shall be deemed part of the Standard Terms.

1. SERVICES: The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFQP. PSP shall be responsible for the following scope of services:

### **I. Administrative Support:**

- a) Assist with the establishment and marketing of the RLF (see Attachment A: Work Plan, Task #1)
- b) Meet with potential applicants and obtain Project Summaries (see Attachment A: Work Plan, Task #2b)
- c) Assist with reviewing preliminary project assessments relative to Funding Criteria, Fiscal Viability and Site/Borrower Eligibility (see Attachment A: Work Plan, Task #2c, #2e, and #2f)
- d) Conduct formal review of proposed cleanup activities (see Attachment A: Work Plan, Task #2e)
- e) Assist with coordinating community involvement (see Attachment A: Work Plan, Task #3g)
- f) Assist with creating the necessary documents for the execution of the RLF
- g) Assist with providing quarterly reports to the EPA
- h) Assist the JBRA with the selection and facilitation of community involvement and oral documentary process
- i) Supply monthly status updates on activities completed within the previous month and activities anticipated for the following month
- j) Carry out, in close coordination with the JBRA, the project goals and Tasks as identified in the Work Plan (Attachment A) upon request.
- k) Make recommendations to the JBRA regarding key decisions relating to the completion and implementation of Tasks as identified in the Work Plan (Attachment A)
- l) Supply financial and accounting documentation in a manner, which is satisfactory to the Project Manager and the EPA (i.e. keeping separate accounting systems to track the separate aspects of the grant, if necessary).
- m) Supply invoices in a manner, which is satisfactory to the Project Manager.
- n) Other tasks necessary to insure the successful implementation of the program.

### **II. Oversight & Remediation**

- a) Demonstrate the ability to perform the specified project oversight (see Attachment A: Work Plan, Task #4)
- b) Execute all work according to EPA standards
- c) Execute other duties and tasks necessary to complete work under this grant.

2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Fee Proposal in accordance with the terms of payment set forth in the RFQP.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFQP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses using the Fee Proposal. Preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same.
4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.
6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement. The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP. (The Jackson City Manager may waive the professional liability insurance requirements or reduce the minimum limits when it is in the best interest of the Owner to do so.)

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an "occurrence" basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other product. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **SERVICES TO BE FURNISHED BY OWNER:** Owner shall at no cost to PSP:
  - Provide all information to PSP as identified in the RFQP.
  - Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
  - Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
  - Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
  - Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.
11. **INDEMNIFICATION:** To the maximum legal extent permissible under Michigan law, the PSP hereby agrees to defend, indemnify, and hold harmless the Owner, its agents, representatives, employees or officials (City), from any and all losses, damages, claims, demands, suits, actions, payments, judgments including any and all expenses, legal or otherwise, and any and all liability for property damage, bodily injury, death, or any other injury or damage, of whatever nature, which arises out of or pertains to any of the work or services performed by the PSP under this Contract and regardless of whether the liability of the City would be based upon allegations of passive negligence involving vicarious liability or liability imposed by operation of law or, in contrast, involves liability predicated upon allegations of active negligence involving acts, omissions of alleged negligence or wrongdoing by the City itself. Provided, however, in the event it were determined that Act 165 of the Public Acts of Michigan 1966, as amended, were applicable and would otherwise make void this provision, it is the intent of the parties that the PSP would defend the City, but then, and only then, would the PSP not be required to indemnify the City for the City's liability predicated upon the City's sole negligence or wrongdoing.

12. GOVERNING LAW: The Contract shall be governed by the laws of the State of Michigan.
13. NO ASSIGNMENT: Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
14. NO WAIVER: The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
15. VENUE: The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
16. NEGOTIATED: It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
17. ENTIRE AGREEMENT: The Contract, upon its acceptance by the parties hereto, shall constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject matter herein. The Contract may be amended only by written instrument signed by PSP and Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Project Identification: CITY OF JACKSON BROWNFIELD REVOLVING LOAN FUND GRANT

Professional Service Provider, (PSP)  
SOIL AND MATERIALS ENGINEERS, INC. (SME)

\_\_\_\_\_

Witness

By \_\_\_\_\_

Its \_\_\_\_\_

City of Jackson, (OWNER)

\_\_\_\_\_

Witness

By \_\_\_\_\_

Its \_\_\_\_\_

## **CITY OF JACKSON STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE AGREEMENT**

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amounts identified in PSP's Project Price Proposal dated May 19, 2009 (Fee Proposal), attached hereto as Exhibit 1 and incorporated by reference, constitutes NOT TO EXCEED Contract dollar amounts and shall be deemed full remuneration for professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the PSP's Qualifications and Proposal to Provide Brownfield Revolving Loan Fund Administrative and Oversight Remediation dated May 18, 2009 (Proposal), attached hereto as Exhibit 2 and incorporated by reference, and the Owner's Request for Qualifications and Proposal (RFQP), dated April 24, 2009. The RFQP is attached hereto as Exhibit 3 and incorporated by reference, and shall be deemed part of the Standard Terms.

1. **SERVICES:** The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFQP. PSP shall be responsible for the following scope of services:

**Oversight & Remediation:**

- a) Demonstrate the ability to perform the specified project oversight (see Attachment A: Work Plan, Task #4)
  - b) Execute all work according to EPA standards
  - c) Execute other duties and tasks necessary to complete work under this grant
  - d) Carry out, in close coordination with the JBRA, the project goals and Tasks as identified in the Work Plan (Attachment A) upon request.
  - e) Make recommendations to the JBRA regarding key decisions relating to the completion and implementation of Tasks as identified in the Work Plan (Attachment A).
  - f) Supply invoices in a manner, which is satisfactory to the Project Manager.
  - g) Other tasks necessary to insure the successful implementation of the program.
2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Fee Proposal in accordance with the terms of payment set forth in the RFQP.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFQP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses using the Fee Proposal. Preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same.
4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide

general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.

6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement. The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP. (The Jackson City Manager may waive the professional liability insurance requirements or reduce the minimum limits when it is in the best interest of the Owner to do so.)

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an "occurrence" basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other product. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.

10. SERVICES TO BE FURNISHED BY OWNER: Owner shall at no cost to PSP:
- Provide all information to PSP as identified in the RFQP.
  - Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
  - Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
  - Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
  - Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.
11. INDEMNIFICATION: To the maximum legal extent permissible under Michigan law, the PSP hereby agrees to defend, indemnify, and hold harmless the Owner, its agents, representatives, employees or officials (City), from any and all losses, damages, claims, demands, suits, actions, payments, judgments including any and all expenses, legal or otherwise, and any and all liability for property damage, bodily injury, death, or any other injury or damage, of whatever nature, which arises out of or pertains to any of the work or services performed by the PSP under this Contract and regardless of whether the liability of the City would be based upon allegations of passive negligence involving vicarious liability or liability imposed by operation of law or, in contrast, involves liability predicated upon allegations of active negligence involving acts, omissions of alleged negligence or wrongdoing by the City itself. Provided, however, in the event it were determined that Act 165 of the Public Acts of Michigan 1966, as amended, were applicable and would otherwise make void this provision, it is the intent of the parties that the PSP would defend the City, but then, and only then, would the PSP not be required to indemnify the City for the City's liability predicated upon the City's sole negligence or wrongdoing.
12. GOVERNING LAW: The Contract shall be governed by the laws of the State of Michigan.
13. NO ASSIGNMENT: Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
14. NO WAIVER: The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
15. VENUE: The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
16. NEGOTIATED: It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
17. ENTIRE AGREEMENT: The Contract, upon its acceptance by the parties hereto, shall constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject matter herein. The Contract may be amended only by written instrument signed by PSP and Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Project Identification: CITY OF JACKSON BROWNFIELD REVOLVING LOAN FUND GRANT

Professional Service Provider, (PSP)

Applied Science and Technology, Inc. (ASTI)

\_\_\_\_\_  
Witness

By \_\_\_\_\_

Its \_\_\_\_\_

City of Jackson, (OWNER)

\_\_\_\_\_  
Witness

By \_\_\_\_\_

Its \_\_\_\_\_

X:ddrive\PSA ASTI June 2009



## 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: William R. Ross, City Manager

DATE: July 9, 2009

SUBJECT: Replacement of Reserve Pumper Trucks - Jackson Fire Department

This morning I met with Acting Deputy Fire Chief Dave Wooden, and Acting Assistant Chief of Operations Mike Beyerstedt. The purpose of the meeting was to discuss issues with the two reserve pumper trucks that are currently utilized by the Jackson Fire Department. Acting Chief's Wooden and Beyerstedt indicated that they had discussed the topic of the meeting with Chief Bosell, and that Chief Bosell was supportive of the discussion.

The City has two reserve pumper trucks. One is approximately 33 years old, and is at the end of its service life. The second is 22 to 23 years old, and is fast approaching the end of its service life. The newer of the two trucks is currently out of service because the casing on the pump has a hole in it. The pump was examined by the Public Services Department garage. The mechanics at the garage did not feel qualified to repair the casing on the pump. A fire truck mechanic was brought in to examine the pump. He reported that, in his opinion, the pump needed to be replaced. The cost of replacing the pump is estimated to be between \$15,000 and \$20,000. It was further indicated that the casing on the pump is in a condition that would make it very difficult if not impossible to repair the hole. Therefore, the pump needs to be replaced. Chief Bosell indicated to me that he believes the casing on the pump could be repaired, however, such repairs would not guarantee that the hole would not reappear, and the cost of those repairs could be between \$12,000 and \$15,000, including any internal work needed on the pump.

Acting Chief's Wooden and Beyerstedt became aware that Ypsilanti Township had recently received two new pumper trucks and have two trucks that were going to be sold by the township. Acting Chief's Wooden and Beyerstedt visited with Eric Copeland, Fire Chief of Ypsilanti Township, concerning the trucks. Chief Copeland invited Acting Chief's Wooden and Beyerstedt to come to Ypsilanti Township to drive and operate the trucks, and to bring along the City mechanic to review the condition of the two vehicles. The trucks were found to be in excellent condition. I have attached to this memorandum a report to Chief Bosell regarding the condition of the two trucks and the equipment that would be included with them.

Ypsilanti Township has offered to sell the two trucks to the City of Jackson for \$22,000 total. This would be \$11,000 per truck. This is slightly above the estimated cost of repairing one of the existing reserve pumpers that the City has. However, given the age of the reserve equipment, and the fact that both of these trucks are in excellent condition and have been recently rebuilt, this appears to be an opportunity to improve our reserve equipment and over the long haul save some resources. We would sell the existing reserve trucks. We believe the value of each truck is

Mayor & Council  
Page 2  
July 9, 2009

minimal, but would make every effort to obtain maximum dollars for them, including the one that is not currently operable.

I recommend that the City Council waive the Purchasing Policy on the grounds that these two trucks are specialized pieces of equipment, are available from another political subdivision, and would not be readily available for a similar price on the open market. I further recommend that the City Manager be authorized to issue the necessary purchase documents to Ypsilanti Township to effect the purchase of these trucks for a total amount of \$22,000. I have discussed the purchase of these trucks with Finance Director Phil Hones. We can either pay for the trucks out of the Fire Department budget, and plan on reducing other portions of the budget, most particularly maintenance costs and equipment, or we can purchase the trucks through the motor pool and repay the motor pool over a four year period of time from the Fire Department budget. I would request that the Council authorize the City Manager and the Finance Director to pay for these two trucks from the source that, in our judgment, best meets the financial needs of the City.

I have asked Chief Bosell, Acting Deputy Chief Wooden, and Acting Assistant Chief Beyerstedt to be present at the City Council meeting of July 14<sup>th</sup> to answer any questions that you might have related to this issue.

WRR:skh

Attachment

cc: Fire Chief Larry Bosell

# Jackson Fire Department

July 8, 2009

Chief Bosell:

This afternoon Deputy Chief Wooden, Mike Hunter from the DPW, and myself had the opportunity to go to Ypsilanti Township to examine 2 19990 Spartan/ FMC pumpers that the township is planning on selling or auctioning. The vehicles are twins, with the exception of 1 having a retracting ladder rack, and the other having a rear compartment for ladders. Both vehicles were professionally refurbished in 2000/2001 and have had the cross member supports replaced approximately 2 years ago.

Both vehicles come equipped with an Akron 3422 Deck gun, a 24' ladder, a 14' roof ladder, a 10' attic ladder, as well as a small assortment of pike poles. Both vehicles also have Winco 4.5 KW generators on slide out trays from the side compartments. The water tanks are 750-gallon poly tanks, which will result in less leakage. Both vehicles passed their pump tests in 2008 and started easily and quickly, and ran smoothly. In limited research into used fire apparatus, the value of these trucks could well exceed \$40,000 each. After our visit, Ypsilanti Township Chief Copeland talked to the Township Supervisor to see if they would be willing to sell the trucks to us before they are put into the auction; Chief Copeland called me and said they would be willing to do this if we came in with an offer slightly above the minimum bid of \$20,000.

In conclusion, we inspected the trucks, and according to our mechanic there are less corrosion problems with both of these trucks than with anything we currently have in service, there is some spare equipment included, and both engines run very well. We are currently relying on an over 33 year old fire truck as our sole reserve apparatus because of the pump failure that occurred in R3. The estimated cost of repairs for R3 is approximately equal to the purchase price of both vehicles. Our recommendation is to purchase these vehicles for reserves and sell the 2 reserve trucks we currently have. After discussing the situation with Ypsilanti Township Chief Copeland, it appears we can purchase both vehicles for \$22,000. By taking these steps, the City would upgrade the reliability and serviceability of its fleet with relatively small capitol expenditure after the sale of our 2 reserve vehicles is accomplished.

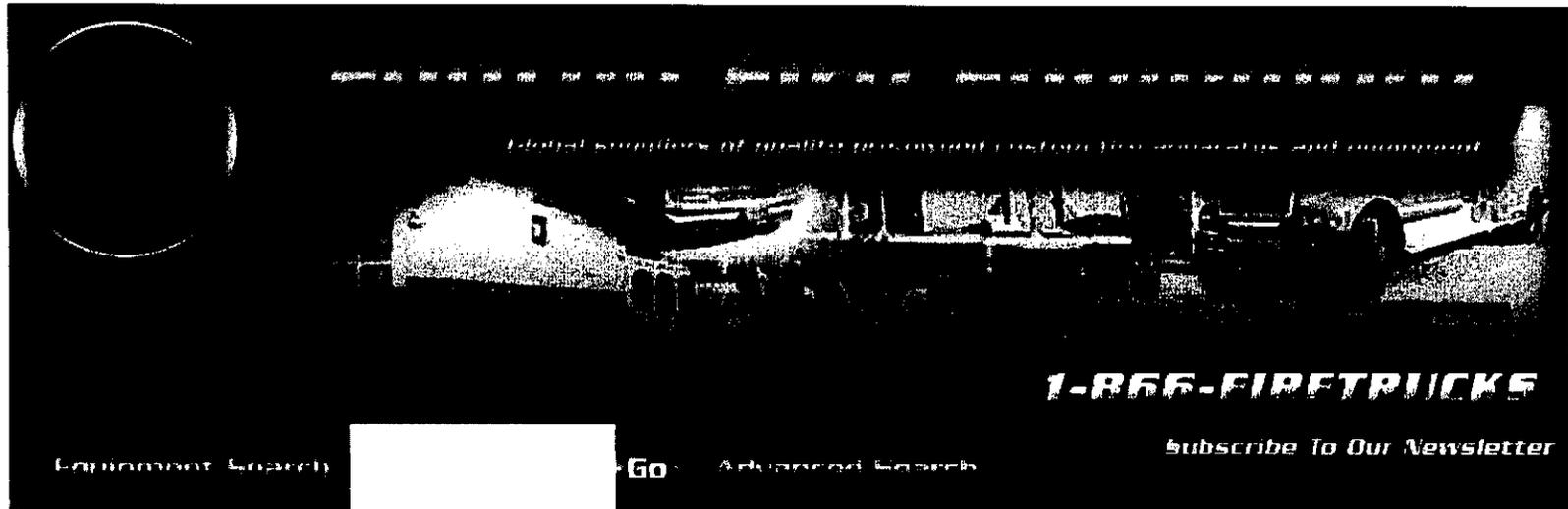
Sincerely,



Michael Beyerstedt  
Acting Assistant Chief of Operations







- Home
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- Other Vehicles

### 1990 Spartan 1250/750



#### General Specs

- Detroit Diesel
- Automatic
- Seats 6
- 5 SCBA Seats
- 24' Extension Ladder
- 14' Roof Ladder
- 10' Attic Ladder
- 50 Gallon Fuel Tank
- 1000' Of 4" Hose Inc
- 300' Of 1.75" Hose inc
- 200' Of 2" Hose Inc
- 400' Of 2.5" Hose Inc
- Mounted Pry Bar
- Mounted Pike Head Axe
- Mounted Flat Head Axe
- Mounted Bolt Cutters

#### Pump

- 1250 GPM Hale Pump
- 750 Gallon Poly Tank
- Deck Gun
- 200' Booster Line With Nozzle

#### Dimensions

- Under 35,000 Miles

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CALL Toll Free:  
**1-866-FIRETRUCKS**  
 OR  
**1-866-310-2077**

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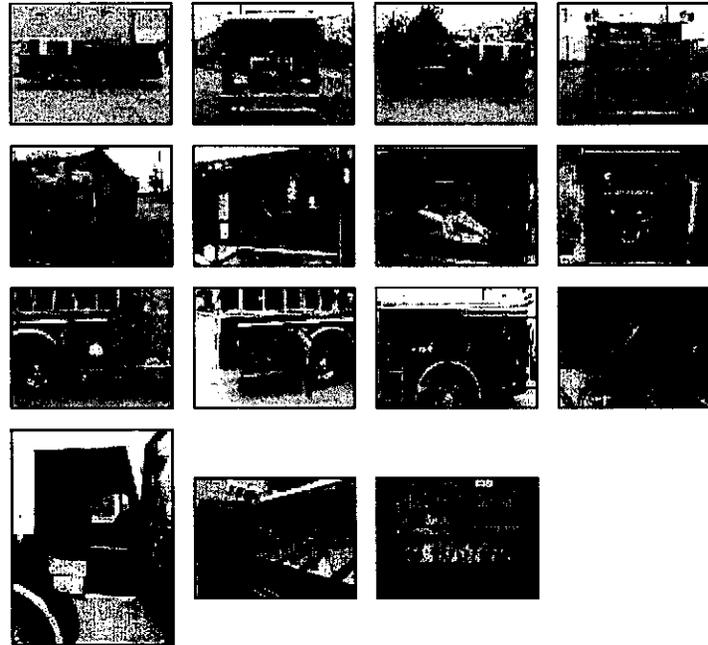


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**ROTO RAY WARNING LIGHTS**

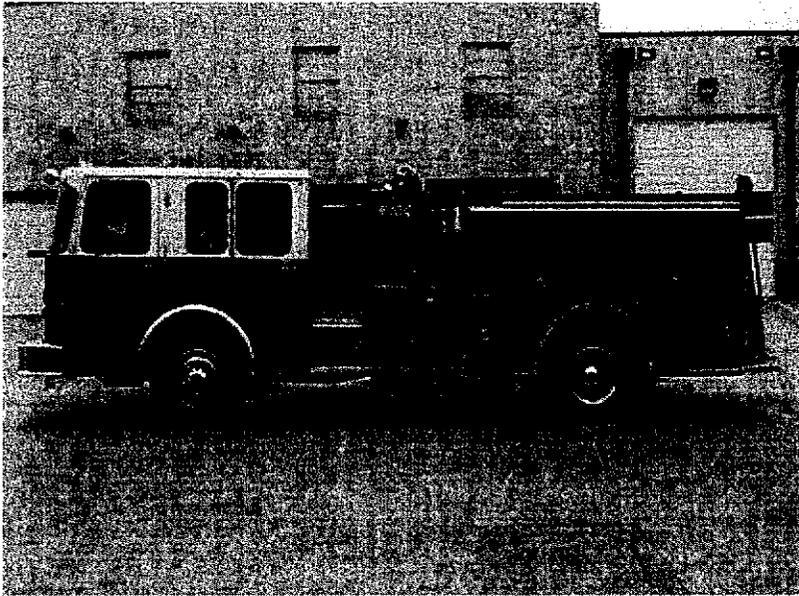
Roto Ray Warning lights are the most effective warning lights on the market. Being placed on either the trucks front grill or bumper, the Roto Ray Warning lights directly warns the drivers ahead of you at rear window level. Roto Rays Warning Lights have been around for over 65 years and are still the most recommended warning lights out on the market.



**Asking \$57,000**

**CALL TOLL FREE 1-866-310-2077**

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INVITATION TO BIDENGINE 2

1990 Spartan Gladiator/FMC chassis  
VIN 4S7BT9L01LC003037,  
Mileage 99,976;  
1500 GPM Hale QSMG-150 pump  
750 gal poly water tank  
Cummins L-10 350 10 liter Diesel Engine  
50 gal fuel tank  
Allison HT-740 4 speed auto transmission  
Winco 4.5 KW generator  
Akron 3422 Deck gun  
24' three section extension ladder  
14' roof ladder  
10' attic ladder  
Various pike poles  
Pump tested and certified in 2008  
Minimum bid \$10,000 or best offer

Vehicle can be viewed from June 30 2008 through July 8, 2008 at Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, MI 48197. Bids are being accepted until July 8, 2008 at 2:00 p.m. **Vehicle will be sold in "As is," condition,** with no warranty expressed or implied. If vehicle isn't picked up and paid for in full the Charter Township of Ypsilanti reserves the right to reject any bid and to waive any irregularities not in the best interest of Ypsilanti Township. Purchaser is responsible for payment in full by cashiers check or money order. Vehicle must be picked up no later than July 15, 2008; if not, bid will be rescinded. If you have any technical questions, please contact Vic Chevrette at (734) 544-4225.

ENGINE 3

1990 Spartan Gladiator/FMC chassis  
VIN 4S7BT9L05LC003039  
Mileage 99,976;  
1500 GPM Hale QSMG-150 pump  
750 gal poly water tank  
Cummins L-10 350 10 liter Diesel Engine  
50 gal fuel tank  
Allison HT-740 4 speed auto transmission  
Winco 4.5 KW generator  
Akron 3422 Deck gun  
24' three section extension ladder  
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## Jackson Fire Department

518 North Jackson Street • Jackson, Michigan 49201-1223 - Telephone (517) 788-4150 • Facsimile (517) 788-4637

July 10, 2009

Mr. William Ross  
161 W. Michigan Ave.  
Jackson, MI 49201

Dear Mr. Ross:

On Tuesday, July 7, 2009, Deputy Chief Wooden, Mike Hunter of the DPW, and myself had the opportunity to go to Ypsilanti Township to examine 2- 19990 Spartan/ FMC pumpers that the township is planning on selling or auctioning. The vehicles are twins, with the exception of 1 having a retracting ladder rack, and the other having a rear compartment for ladders. Both vehicles were professionally refurbished in 2000/2001 and have had the cross member supports replaced approximately 2 years ago.

Both vehicles come equipped with an Akron 3422 Deck gun, a 24' ladder, a 14' roof ladder, a 10' attic ladder, as well as a small assortment of pike poles. Both vehicles also have Winco 4.5 KW generators on slide out trays from the side compartments. The water tanks are 750-gallon poly tanks, which will result in less leakage. Both vehicles passed their pump tests in 2008 and started easily and quickly, and ran smoothly. In limited research into used fire apparatus, the value of these trucks could well exceed \$40,000 each. After our visit, Ypsilanti Township Chief Copeland talked to the Township Supervisor to see if they would be willing to sell the trucks to us before they are put into the auction; Chief Copeland called me and said they would be willing to do this if we came in with an offer slightly above the minimum bid of \$20,000.

In conclusion, we inspected the trucks, and according to our mechanic there are less corrosion problems with both of these trucks than with anything we currently have in service, there is some spare equipment included, and both engines run very well. We are currently relying on an over 33 year old fire truck as our sole reserve apparatus because of the pump failure that occurred in R3. The estimated cost of repairs for R3 is approximately equal to the purchase price of both vehicles. Our recommendation is to purchase these vehicles for reserves and sell the 2 reserve trucks we currently have. After discussing the situation with Ypsilanti Township Chief Copeland, it appears we can purchase both vehicles for \$22,000. By taking these steps, the City would upgrade the reliability and serviceability of its fleet with relatively small capitol expenditure after the sale of our 2 reserve vehicles is accomplished.

Having presented you with information on our current fire apparatus readiness problems, and the present availability of the 2 used pumpers in Ypsilanti Township; we would now like to proceed with the purchase of both of these vehicles. A possible source of funding for the project is in the 3 positions we currently have budgeted, which are not filled. Currently we are saving \$10,443.12 per pay period that these positions remain open. Another partial funding source could be our maintenance account with the Department of public works. If you have other ideas on funding as we discussed with Mr. Hones, including the possibility of borrowing the funds and repaying them over 3-4 years, we can meet to discuss those options as well.

Respectfully,

Acting Assistant Chief of Operations  
Michael Beyerstedt for Chief Bosell



July 9, 2009

**TO:** City Councilmembers  
**FROM:** Jerry F. Ludwig, Mayor  
**RE:** **City Manager Search**

---

I have consulted with the Rules and Personnel Committee Chairman, Councilmember Frounfelker, regarding the best way to proceed with the search and the hire of a new City Manager after the retirement of Bill Ross. Based upon that conversation, I recommend the following actions occur beginning with the Tuesday, July 14<sup>th</sup> meeting:

- 1) That the City Council recommends to the City's Personnel Director to identify and request cost and scope of work proposals from executive search firms who handle employment searches for similar executive positions.
- 2) That the Personnel Director bring before the Council the summary of the firms for the Council to decide who will assist the City of Jackson with the City Manager search.
- 3) That this will be accomplished through a special meeting of the Council, but no later than the regularly scheduled Council meeting of August 11, 2009.
- 4) Council will select desired firm to conduct the search, and allow the firm with the assistance of the Personnel Director to begin the search for a replacement for the retiring City Manager.

These recommendations allow for the entire Council to be fully involved throughout the process. There may be cases where special meetings will need to be conducted, but these will be a necessity to ensure that this process is conducted on a timely basis.

Councilmember Frounfelker and I look forward to your support for this process at the July 14<sup>th</sup> meeting.

JFL:skh

**Rules of the City Council of the City of Jackson**  
**Section 1: Appointed Officials**

**A. Selection of Appointed Officials**

1. The City Council appoints certain employees in accordance with the City Charter. These employees serve at the will of the Council, and may be selected in any manner that does not violate federal, state or local law.
2. In the event of a vacancy in any of the Council-appointed positions, unless the City Council directs otherwise, the Rules and Personnel Committee will meet and develop a proposal for consideration by the full Council on the manner in which to select an individual to be appointed to the vacancy. While developing a proposal on the manner in which to select the appointee, the Committee will also review the most recent version of the job description for the position and recommend any appropriate changes. Job description changes for appointed positions must be approved by the City Council.
3. The Rules and Personnel Committee may consider recommending any one or a combination of the following processes to identify qualified candidates for a City Council employee appointment:
  - a. Inviting applications from known, qualified candidates from within the organization or Jackson community;
  - b. Advertising in local and non-local newspapers, appropriate job advertising websites, state or national professional publications, or through direct mail to members of related organizations and/or individuals holding related state licenses. Consideration may also be given to advertising with organizations that provide a network to under-represented classes of likely candidates (such as minorities, individuals with disabilities, women, etc.).
  - c. Employing a consultant to perform a search on behalf of the Council and to present only the top candidates for consideration.
4. The Rules and Personnel Committee may recommend that applicants be asked to provide specific types of information in addition to an application letter and resume, such as references, recommendations, writing samples, examples of work product, etc.
5. The Rules and Personnel Committee may recommend that candidates be screened in any of the following ways:
  - a. Establishing priorities in addition to minimum qualifications which make a candidate more desirable, and asking staff to use those priorities to screen the candidate pool to a smaller group to be interviewed.

- b. Allowing a consultant to screen the applicant pool using Council's priorities and any other considerations the consultant believes are effective, and present the names of the top applicants.
  - c. Performing the application screening process as a Committee. (Please note that the Open Meetings Act and Freedom of Information Act must be considered if Council members choose to be involved at this stage.)
6. Once the pool of candidates is narrowed, the Rules and Personnel Committee may recommend the finalists be evaluated in some, or all, of the following ways:
  - a. Interview by the Committee, by all or part of the City Council, by members of the community, by professionals in the applicable field, and/or by City staff. (Please note that the Open Meetings Act and Freedom of Information Act must be considered again at this stage.)
  - b. Careful evaluation of any materials supplied that tend to establish the knowledge, skills and ability of the applicant for the position.
  - c. Background checks by members of the Council, City staff and/or consultant.
  - d. Site visits to location of applicants' current or most recent employment to evaluate work performed and/or interview persons the applicant has worked with and for.
7. The City Council should be asked to review the Committee's recommendation for a selection process and make a final determination on the selection process to be employed.
8. After the selection process is followed, the Rules and Personnel Committee will make a recommendation to the full Council to either select a particular candidate or seek additional applications. Following receipt of the Committee's recommendation, any Council Member may offer a motion to adopt the Committee's recommendation, to extend an offer of employment to a particular applicant for the vacancy, or to seek additional applicants.
9. The Council may reserve to itself or delegate to the Rules & Personnel Committee the authority to negotiate an employment agreement with the proposed appointee. The responsibility to prepare the negotiated agreement for review and approval by the full Council may be delegated to appropriate City staff.
10. The City Council retains the right to approve or reject any terms of the proposed employment agreement.

## **B. Discipline of Appointed Officials**

1. All appointed officials serve at the will of the City Council, and may be separated from employment with or without cause.
2. All allegations of misconduct by an appointed official of the City Council will be directed to the Director of Personnel & Labor Relations, who will obtain a written copy of the allegations and provide same to all members of the Rules and Personnel Committee for appropriate consideration.
  - a. Depending upon the seriousness of the allegation and any associated circumstances, the Rules and Personnel Committee may take any/all of the following actions:
    - (1) Require the complainant to provide any appropriate supporting documentation.
    - (2) Require the appointee to prepare a written response to the alleged misconduct.
    - (3) Place the appointee on administrative leave pending investigation, if the Committee concludes in good faith that it is appropriate to separate the appointed official from the work place pending all or a portion of the investigation into the alleged misconduct.
    - (4) Ask appropriate staff to commence any appropriate investigation and prepare a report for Committee review.
    - (5) Schedule a Committee meeting to review the allegations prior to commencing an investigation.
  - b. Upon receipt of allegations against an appointed official of the City Council, the Chair of the Rules and Personnel Committee will send a confidential communication to all members of the City Council to advise of the receipt of notice of allegation of misconduct by the employee and that an appropriate investigation will be conducted by or under the oversight of the Rules and Personnel Committee.
  - c. The Rules and Personnel Committee will review any allegations of misconduct by an appointee. The Committee may meet in executive session to review personnel matters, if requested by the official who is the subject of the allegations. The Committee may direct such investigation as it deems appropriate, if any; may meet with the complainant, witnesses and/or appointee; consult with anyone knowledgeable of facts or procedures related to the allegations. The Committee, at a minimum, will meet to consider the allegation and determine whether any action should be recommended to the full Council for action related to the allegation.
  - e. The Rules and Personnel Committee will report its findings regarding alleged misconduct to the full Council, which may be by oral report, written report or in executive session, if appropriate.

3. If any action is taken by the Council on the alleged misconduct, it will be voted on in open session. A record will be made of any disciplinary action taken, if any, and a copy placed in the affected official's personnel file.

**C. Leaves Taken by Appointed Officials**

1. Appointed officials may take such vacation time as they have accrued and available. It is expected that appointed officials will schedule their vacation time in a manner which will not significantly impact the business of City government.
2. If possible to do so, appointed officials will provide advance written notice of voluntary time away from work, such as vacation, attending a conference, etc. If advance written notice is not possible, oral notice will be provided (telephone call, voice mail message, etc.).
3. Use of sick leave and paid bereavement benefits will generally comply with the City of Jackson Personnel Policy. Departures from the terms of the Personnel Policy will be taken only with Council approval.

Adopted: 10/8/02



MEMO TO: Honorable Mayor and City Councilmembers  
FROM: William R. Ross, City Manager  
DATE: July 9, 2009  
SUBJECT: Former Consumers Headquarters Purchase Option

I received a request from Bruce Inosencio, a member of Intellitower, LLC, to release the purchase option on the former Consumers Headquarters, and return the earnest money of \$5,000 to Intellitower. We have thoroughly researched the purchase agreement for the former Consumers Headquarters, and have found that the agreement expired in June of this year. We thought the agreement would expire in August, however, we determined that there was no action taken by either the City or Intellitower on an extension of the agreement to August. Therefore, there is no reason for the City Council to act to cancel the purchase agreement at the request of Intellitower, because the agreement is already void. We do recommend, however, that the \$5,000 earnest money be returned to the Intellitower group. The City has had virtually zero out of pocket expenses related to this offer to purchase. The cost of testing the elevators was paid separately, and is not a part of the \$5,000 earnest money. The original purpose that Intellitower had for making an offer on the former Consumers Headquarters turned out to be a prospect that was less than forthcoming. We, therefore, believe it would be appropriate to return the earnest money.

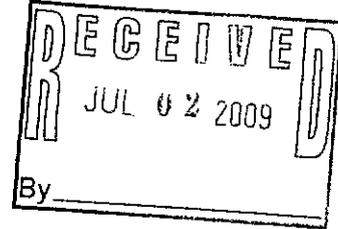
We recommend that the City Council authorize the City Manager to return the \$5,000 earnest money to Intellitower, LLC.

WRR:skh

Attachment

**INTELLITOWER, LLC**  
**740 West Michigan Avenue**  
**Post Office Box 4033**  
**Jackson, Michigan 49204-4033**

July 1, 2009



City of Jackson  
161 West Michigan Avenue  
Jackson, Michigan 49201

Attention: William Ross, City Manager

**Re: 212 West Michigan Avenue**  
**(Intellitower, LLC)**

Dear Mr. Ross:

As Mr. Sharp and I recently explained to you, we have decided to forego any further efforts with respect to the redevelopment of the former Consumers Energy headquarters located at 212 West Michigan Avenue. Accordingly, we would like the initial earnest money deposit of \$5,000.00 refunded by the City of Jackson at your earliest convenience.

While we were certainly optimistic about the opportunity presented by the project, it seems that the global economic downturn that has occurred since we were initially interested in moving forward in the project has resulted in a significant slow down in the leasing of commercial properties.

On behalf of Intellitower, LLC, I would like to wish you all the best with your continued efforts to revitalize downtown Jackson. Please do not hesitate to contact me if you have any questions or require additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Bruce A. Inosencio, Jr.".

Bruce A. Inosencio, Jr., Member  
Intellitower, LLC

BAI/cd

cc: Intellitower, LLC (Attn: M. Sharp, via email only)



# 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

## INFORMATIONAL MEMO

TO: William R. Ross, City Manager  
DATE: July 9, 2009  
FROM: Carol L. Konieczki, Community Development Director  
SUBJECT: Award of Bid for Rehab Project at 1812 Blakely

Rehab Specialist Cliff Winslow requested bids through the Purchasing Department for an owner-occupied Community Development rehab project at 1812 Blakely. The Bid Review Committee comprised of the Rehab Coordinator (Diffenderfer), Rehab Specialist (Winslow), and Purchasing Agent (Cunningham) has analyzed the bids submitted and arrived at a recommendation on bid award.

Eight contractors attended the mandatory pre-bid walk through with six submitting completed bids, the results of which are attached for your review. In concurrence with the Review Committee, we are awarding the bid as follows:

<b>Project</b>	<b>Awardable Contractor</b>	<b>Amount</b>
1812 Blakely	Swiaston Building Co	\$14,633

The homeowner has been pre-qualified to receive full funding through a CDBG or HOME rehab loan (\$12,333 code; \$1,825 lead, and \$475 incipient conditions). Incipient conditions are those that are not currently code violations, but may deteriorate into actual violations in the near future, in this case a steel entry door at the south entrance. The contractor awarded this project is required to obtain a current installation floater on its general liability policy.

In October of 2008, this property had an emergency roof replacement. Due to leaks, the roof replacement could not be delayed until the entire rehabilitation project was completed. Two contractors bid the project and the project was awarded to Bar Home Improvement. The amount for the roof was \$4,900. This would bring the total cost of code violation repairs to \$17,233. The lead work will remain at \$1,825 and the incipient repairs at \$474. The actual total rehabilitation cost for the entire project is \$19,533.

This memo is provided for your information only since the project amount is under \$20,000 and does not require City Council action.

CLK:sc

cc: Shelly Allard, Purchasing Department  
Dennis M. Diffenderfer, Rehab Coordinator  
Kim VanEvery, Loan Assistant  
Michelle Pultz, CD Project Coordinator



Bid Tabulation  
for  
Housing Rehabilitation  
at  
1812 Blakely

Item #	Description	Location	Code	Rehab Inspector Estimate	Swiastyn Buliding Co. Inc.	Scoby Construction	Baker Builders Inc.	Harrison Builders LLC	FEB Enterprises Inc.	Bar Home Improvements
					10359 Appomattox Holly, MI 48442	4520 Dey Highway Hudson, MI 49247	PO Box 155 Jackson, MI 49204	916 Homewild Jackson, MI 49201	4889 Firethorn Drive Jackson MI 49201	7515 Napoleon Rd. Jackson, MI 49201
					Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Service Walk	S	C	400.00	800.00	600.00	750.00	300.00	250.00	400.00
2	New Steps w/platform	S	C	350.00	780.00	400.00	320.00	800.00	350.00	650.00
3	Top Soil - 5 Yds.	N/E/W	C	250.00	220.00	400.00	270.00	200.00	300.00	375.00
4	Lead Work - Blend 6" Soil	Drip Line	L	200.00	125.00	250.00	120.00	300.00	100.00	300.00
5	Soffit Repair	W	C	20.00	1.00	10.00	50.00	50.00	50.00	25.00
6	Cellar Windows (2) E, 2 (W)		C	300.00	800.00	1,000.00	1,080.00	1,200.00	1,200.00	1,000.00
7	Window Wells (2) E, 2 (W)		C	100.00	200.00	300.00	160.00	120.00	200.00	320.00
8	Paint Ext. Garage 3-sides		C	225.00	1,160.00	500.00	550.00	500.00	1,000.00	480.00
9	Lead		L	150.00	200.00	200.00	75.00	500.00	400.00	200.00
10	Garage Door	Garage	C	700.00	470.00	600.00	1,100.00	600.00	450.00	550.00
11	Windows (1) E (1) W	Garage	C	450.00	494.00	480.00	460.00	300.00	600.00	600.00
12	Lead		L	50.00	25.00	50.00	100.00	300.00	100.00	30.00
13	Window Repair (3)	NW and W	C	120.00	45.00	50.00	130.00	50.00	25.00	120.00
14	Combination Windows (8)	S. Porch	C	900.00	636.50	1,200.00	1,120.00	1,100.00	1,200.00	1,100.00
15	Lead Work - Cover Porch and Seal Floor Upstairs	S. Porch	L	150.00	150.00	200.00	135.00	200.00	450.00	120.00
16	Lead Paint Interior All	S. Porch	L	200.00	200.00	400.00	370.00	300.00	500.00	200.00
17	Prehung Steel Door	S	I	300.00	475.00	500.00	335.00	275.00	500.00	495.00
18	Lead		L	75.00	25.00	50.00	50.00	275.00	100.00	90.00
19	vinyl Win (1) S	Living Room	C	200.00	215.00	250.00	230.00	150.00	300.00	300.00
20	Lead		L	25.00	25.00	25.00	50.00	150.00	50.00	30.00
21	Stabilize Ceiling Over Drop Ceiling	Living Room	C	75.00	50.00	200.00	350.00	200.00	100.00	500.00
22	Vinyl Win (1) E (1) N	Kitchen	C	300.00	500.00	480.00	460.00	300.00	600.00	600.00
23	Lead		L	100.00	25.00	50.00	100.00	300.00	100.00	60.00
24	Prehung Door	Basement Stairway	C	175.00	250.00	200.00	335.00	110.00	200.00	200.00
25	Lead		L	25.00	25.00	25.00	50.00	110.00	75.00	50.00
26	Ceiling Repair	NW Bedroom	C	25.00	25.00	100.00	110.00	50.00	100.00	150.00
27	Vin Win (1) S	SW Bedroom	C	200.00	245.00	240.00	230.00	150.00	300.00	300.00
28	Lead		L	25.00	25.00	25.00	50.00	150.00	50.00	30.00
29	Repair Stiarway & Railing	Attic	C	150.00	110.00	200.00	325.00	200.00	500.00	280.00

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  
1812 Blakely

Item #	Description	Location	Code	Rehab Inspector Estimate	Swiastyn Buliding Co. Inc.	Scoby Construction	Baker Builders Inc.	Harrison Builders LLC	FEB Enterprises Inc.	Bar Home Improvements
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					Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
30	Vin Win (2) E (2) W	Attic	C	600.00	980.00	975.00	920.00	600.00	1,200.00	1,200.00
31	Lead		L	100.00	100.00	100.00	200.00	600.00	200.00	120.00
32	Clearance Test	All	L	550.00	575.00	500.00	700.00	750.00	500.00	600.00
33	Leadwork Clean All Horizontal Surfaces	All	L	150.00	150.00	100.00	320.00	200.00	200.00	800.00
34	Pre-Hung Steel Door	N	C	300.00	475.00	500.00	335.00	275.00	500.00	495.00
35	Lead		L	50.00	25.00	25.00	50.00	275.00	100.00	90.00
36	Comb Door	N	C	175.00	175.00	250.00	190.00	220.00	225.00	200.00
37	Paint Stairway Walls, Ceiling and Stairs	Basement	L	100.00	150.00	100.00	330.00	200.00	400.00	350.00
38	Repair Trip Hazard	Basement	C	50.00	125.00	75.00	110.00	200.00	150.00	125.00
39	Plumbing to Code		C	1,400.00	2,527.00	1,050.00	1,050.00	1,555.00	800.00	1,600.00
40	Electrical to Code		C	3,000.00	1,050.00	2,500.00	2,187.00	3,253.00	3,000.00	3,465.00
	Total			12,715.00	14,633.50	15,160.00	15,857.00	17,368.00	17,425.00	18,600.00
			I	300.00	475.00	500.00	335.00	275.00	500.00	495.00
			C	10,465.00	12,333.50	12,560.00	12,822.00	12,483.00	13,600.00	15,035.00
			L	1,950.00	1,825.00	2,100.00	2,700.00	4,610.00	3,325.00	3,070.00

Bids are broken down to utilize/identify funding sources  
L = Lead based paint hazard elimination work

C = Code requirement repair

I = Incipient Item



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

### INFORMATIONAL MEMO

July 7, 2009

**TO:** William R. Ross, City Manager  
**FROM:** Carol L. Konieczki, Community Development Director  
**RE:** FY 2008/2009 Owner Occupied Rehabilitation Project

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The Community Development Department received an overwhelming number of requests for rehabilitation assistance throughout fiscal year 2008/2009. Following is information on the CDBG and HOME rehabilitation programs for FY 2008/2009:

- Approximately 174 applications were received by the department for rehabilitation and/or emergency hazard assistance
- 14 full rehabilitation projects were funded with CDBG funds for a total of \$188,122; an average of \$13,437 per project
- 5 full rehabilitation projects were funded with HOME funds for a total of \$91,173; an average of \$18,235 per project
- 22 emergency hazard projects were funded with CDBG funds for a total of \$138,386; an average of \$6,290 per project

It should be noted CDBG full rehabilitation projects were frequently completed in conjunction with Lead Hazard Control Grant funds, therefore, reducing the average amount of CDBG funding per project.

CLK:hls



# Department of Community Development

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## INFORMATIONAL MEMO

TO: William R. Ross, City Manager

DATE: July 8, 2009

FROM: Carol L. Konieczki, Community Development Director

SUBJECT: Mission Serve

While the City was not able to secure a World Changers project this year, we were fortunate to have the services of 19 adult participants in the Mission Serve program. These participants came from Michigan and Fort Wayne, Indiana and were predominately employees of Brotherhood Mutual Insurance Company.

This limited project involved the painting of two homes; one on S. Milwaukee and one on S. Jackson, for which the participants began work on Wednesday afternoon, June 24, and completed on Saturday, June 27. The Community Development Department spent approximately \$1,888.00 for the materials. This expense was offset by a generous contribution by Comerica Bank of \$1,000 in support of this effort. Comerica has been a steadfast supporter of this project since 1995.

We are pleased to announce that the City is on the schedule of projects for both World Changers and Mission Serve again next year. The success of those projects is entirely dependant on the number of participants that register for those project weeks.

