



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

AGENDA - CITY COUNCIL MEETING

February 19, 2013

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE** - Invocation by Derek Dobies, 6th Ward City Councilmember.
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **CITIZEN COMMENTS. (3-Minute Limit)**
6. **PRESENTATIONS/PROCLAMATIONS.**
7. **CONSENT CALENDAR.**
 - A. **Minutes of the Regular Meeting on February 5, 2013:**
Approve the minutes of the regular City Council meeting of February 5, 2013.
 - B. **Minutes of the Special Meeting on February 13, 2013:**
Approve the minutes of the special City Council meeting on February 13, 2013.
 - C. **DDA Reappointments:**
Approve the Mayor's recommendation to reappoint Bartholomew J. Hawley and Lee Hampton to the Downtown Development Authority for a four-year term each, beginning March 30, 2013, and ending March 29, 2017.
 - D. **Change Order No. 1 - Third St. & Douglas Court Sewer Constructions:**
Approve Balancing Change Order No. 1 to the contract with Bailey Excavating, Inc., in the decreased amount of \$2,176.03 to balance quantities for contract pay items and to add pay items not included in the original contract for the Third Street and Douglas Court Sewer Construction project, and authorization for the City Manager and City Engineer to execute the appropriate document(s).

- E. Third Contract Renewal - Wastewater Treatment Plant Biosolids:**
Approve the third contract renewal with Biotech Agronomics, Inc., Beulah, MI, to haul and land apply digested biosolids at a cost of \$0.0318 per gallon, and authorization for the Mayor and City Clerk to execute the appropriate document(s).
- F. WWTP Lawn Care Contract Renewal:**
Approve the first contract renewal with Greener Solutions Lawn and Landscape, LLC, for 2013 Wastewater Treatment Plant lawn care in the amount of \$12,250.00, the same cost as the 2012 season, and authorization for the Mayor and City Clerk to execute the appropriate documents.
- G. Preliminary Allocation of CDBG & HOME Funds:**
Approve the preliminary allocation of Community Development Block Grant (CDBG) and HOME funds for Fiscal Year 2013-2014.
- H. CDBG and HOME Financial Summaries through January 31, 2013:**
Receipt of the Community Development Block Grant (CDBG) and HOME Financial Summaries through January 31, 2013.
- I. Receipt of Letter and Order of Dismissal:**
Receipt of a letter and Order of Dismissal regarding Voice of the People Media, et al v. City of Jackson, et al.
- J. City Financial Statements Ending January 31, 2013:**
Receive the City of Jackson's summary of revenue and expenditures for seven (7) months ended, January 31, 2013.

8. OTHER BUSINESS.

- A. Revised Garbage Ordinance (First Reading):**
First reading of an ordinance amending Chapter 12, City Code, to regulate the collection of refuse and recyclable materials by providing for collection of refuse and recyclable materials by a designated refuse hauler to service residential generation sites in the City for the purpose of protecting the public health, safety and welfare of the citizens of the City of Jackson.
- B. City Council Values & Goals:**
Adopt the proposed City Council Values and Goals.

9. PUBLIC HEARINGS.

- A. Temporary Uses and Structures:**
Public hearing to receive comments on proposed amendments to Chapter 28 (Zoning) and Chapter 16 (Licenses, Permits and Miscellaneous Business Regulations), City Code, to accommodate new standards for temporary uses and structures.

1. **Chapter 28, Adding Sec. 28-111 - Temporary Uses & Structures (First Reading):**

First reading of an ordinance amending Chapter 28 (Zoning), City Code, adding Section 28-111, which contains standards for temporary and seasonal uses; adding select definitions to Section 28-5, and amending Section 28-125(e). (City Planning Commission and staff recommends approval.)

2. **Chapter 16 - Temporary Uses and Structures (First Reading):**

First reading of an ordinance amending Chapter 16, Section 16-10, Article VI and Article XIV, City Code, to revise various sections of the Chapter affected by the addition of Section 28-111 to Chapter 28. (City Planning Commission and staff recommends approval.)

10. **NEW BUSINESS.**

A. **Justice Training Grant Resolution:**

Adopt a resolution amending the 2012-2013 Budget to reflect receipt of the Michigan Commission on Law Enforcement Standards (MCOLES) Grant, in the amount of \$27,478.00.

B. **Temporary Use Fees Ordinance (First Reading):**

First reading of an ordinance amending Chapter 16, City Code, to permit fees for Temporary Use licenses to be adopted by resolution of the City Council to allow greater flexibility in adjusting the amount of said fees due to changes in the cost of administration.

C. **Oak Wilt Ordinance (First Reading):**

First reading of an ordinance creating Article IV, Chapter 26, Sections 26-90 through 26-94 to establish procedures for pruning or cutting of red oak trees within the City.

D. **INO, LLC, a/k/a Pack & Ship Development Agreement:**

Approve a Development Agreement between the City and INO, LLC, regarding the development of property located at 1401 N. West Avenue, and authorization for the Mayor to execute the document(s) and for the City Attorney to make minor modifications to the document(s) and to take all other action necessary for the execution of the Development Agreement (Staff recommends approval).

E. **Medical Marihuana Moratorium:**

Direct the City Attorney to contact and work with the Jackson County Prosecutor to close all commercial medical marihuana dispensaries within the City of Jackson in accordance with the Michigan Supreme Court decision *State v McQueen*, ___NW 2nd ___, 2013 Docket No. 143824 (decided February 8, 2013).

F. Rehabilitation Contract for 702 S. Grinnell:

Reject the bid submitted by Hunt Brothers Construction, and award the rehabilitation contract for 702 S. Grinnell Street to Synergy Construction Group, Rochester Hills, in the amount of \$74,170.00.

11. **EXECUTIVE SESSION.**
Executive Session to discuss pending litigation.
12. **RETURN TO OPEN SESSION.**
13. **CITY COUNCILMEMBERS' COMMENTS.**
14. **MANAGER'S COMMENTS.**
15. **ADJOURNMENT.**

JACKSON CITY COUNCIL MEETING

MINUTES

FEBRUARY 5, 2013

CALL TO ORDER.

The Jackson City Council met in regular session in City Hall and was called to order at 6:30 p.m. by Mayor Martin J. Griffin.

PLEDGE OF ALLEGIANCE.

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

ROLL CALL.

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

Also present: City Manager Patrick Burtch, City Attorney Julius A. Giglio, City Clerk Lynn Fessel, Deputy Fire Chief Dave Wooden, Police Chief Matt Heins and City Assessor David Taylor.

AGENDA.

Mayor Griffin welcomed First Ward Councilmember Woods.

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

CITIZEN COMMENTS.

None.

PRESENTATION/PROCLAMATIONS.

A. CITY OF JACKSON'S AUDIT REPORT FOR FISCAL YEAR 2011/12:

PRESENTATION BY MARK KETTNER, REHMANN ROBSON, OF THE CITY OF JACKSON'S AUDIT REPORT FOR FISCAL YEAR 2011/12.

Mr. Kettner explained that the opinion, provided by Rehmann Robson, is that the financial statements are fairly presented in accordance with generally accepted accounting principles and is a clean or an unqualified opinion, the highest level of assurance you can get on financial statements. He discussed the increase in General Fund balance and the fact that there are no findings in the federal single audit report.

CONSENT CALENDAR.

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

Consent Calendar

- A. MINUTES OF REGULAR MEETING OF JANUARY 22, 2013:**
Approve the minutes of the regular City Council meeting of January 22, 2013.
- B. MINUTES OF THE SPECIAL MEETING ON JANUARY 30, 2013:**
Approve the minutes of the special City Council meeting of January 30, 2013.
- C. WALK FOR WARMTH:**
Approve the request from Consumers Energy to conduct their Walk for Warmth throughout the downtown streets on Friday, February 22, 2013, from 11:00 a.m. – 1:00 p.m. (Recommended approval has been received from the Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Proper insurance has been received.)
- D. JACKSON TRANSPORTATION AUTHORITY REAPPOINTMENT:**
Approve the Mayor's recommendation to reappoint Robert Cole to the Jackson Transportation Authority for a three-year term beginning March 2, 2013, and ending March 1, 2016.
- E. CDBG/HOME PRELIMINARY ALLOCATIONS:**
Table preliminary allocations as of 2013-2014 Community Development Block Grant (CDBG) and HOME funds until February 19, 2013.

PUBLIC HEARINGS.

None.

OTHER BUSINESS.

None.

NEW BUSINESS.

- A. KIWANIS CLUB OF JACKSON AND SPARKS FOUNDATION FLOWERING TREE PROJECT:**
Approve the recommendation from the Parks and Recreation Commission made during their Commission meeting on December 19, 2012, supporting The Kiwanis Club of Jackson and Sparks Park Foundation Flowering Tree Project.

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

**B. SPECIAL ASSESSMENT POLICY:
Resolution approving Special Assessment Policy revisions.**

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

**C. PERSONNEL POLICY AMENDMENTS:
Approve the amendment of various sections of the Personnel Policy related to Non-Union Employee and Non-Union Retiree matters regarding Non-Union Retiree opt-outs (Cash-in-lieu) of health insurance and Retiree Health Insurance Plan Design.**

Motion was made by Councilmember Schlecte and seconded by Councilmember Woods to approve the amendment of various sections of the Personnel Policy. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Schlecte, Frounfelker and Dobies—6. Nays: 0. Absent: Councilmember Greer—1.

D. RESOLUTION REGARDING JACKSON HOUSING COMMISSION HEALTH INSURANCE:

Approve the Mayor's recommendation to adopt the Jackson Housing Commission Resolution No. 2013-05, regarding healthcare benefits for Jackson Housing Commission employees as recommended by the Jackson Housing Commission at their January 23, 2013, meeting.

Motion was made by Councilmember Jaquish and seconded by Councilmember Schlecte to approve the Mayor's recommendation. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Schlecte and Frounfelker—5. Nays: 0. Abstain: Councilmember Dobies—1. Absent: Councilmember Greer—1.

E. RESOLUTION REGARDING JACKSON HOUSING COMMISSION EMPLOYEE WAGES:

Approve the Mayor's recommendation to refer the Jackson Housing Commission's salary recommendation resolutions to the City's Personnel Director for appropriate review and recommendation.

Motion was made by Councilmember Schlecte and seconded by Councilmember Woods to approve the Mayor's recommendation. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Schlecte and Frounfelker—5. Nays: 0. Abstain: Councilmember Dobies—1. Absent: Councilmember Greer—1.

CITY COUNCILMEMBERS' COMMENTS.

Councilmember Schlecte announced that she will hold a Fourth Ward Neighborhood meeting on Monday, February 11 at 6 p.m. at 755 W. Franklin on the corner of Franklin and West Avenue. She will be sending out a mailing.

Councilmember Dobies thanked his County Commissioner John Polaczyk and his neighbor for attending tonight's meeting.

Mayor Griffin discussed the temporary ordinance related to on street parking, stating that the City is now getting some "push back" because the Police Department placed notices on some vehicles. There are a handful of streets that ended up with "no parking" on both sides and the Mayor asked that those residents use their driveways, as the City tries to work more efficiently. He also remarked on action taken at the January 22 Council meeting to reduce the amount of a weed mowing invoice. He explained that weed mowing has been privatized and the amount of the invoice is what the City paid, so the taxpayers picked up the difference. He cautioned that we need to be more careful about this type of action in the future.

MANAGER'S COMMENTS.

None.

ADJOURNMENT.

No further business being presented, the Mayor adjourned the meeting at 6:43 p.m.

Lynn Fessel
City Clerk

**JACKSON CITY COUNCIL
SPECIAL MEETING MINUTES
FEBRUARY 13, 2013**

CALL TO ORDER.

The Jackson City Council met in special session in the 10th Floor Conference Room in City Hall and was called to order by Mayor Martin J. Griffin at 6:07 p.m.

MEMBERS PRESENT.

Present: Mayor Martin J. Griffin and Councilmembers Kimberly Jaquish, Daniel P. Greer and Andrew R. Frounfelker—4. Absent: Councilmembers Michelle L. Woods, Laura Dwyer Schlecte and Derek J. Dobies--3.

GOALS.

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to place the City Council Values & Goals, as presented this evening with one spelling correction, on the February 19, 2013, Council agenda. The motion was adopted by unanimous voice vote.

ADJOURNMENT.

No further business being presented, the Mayor adjourned the meeting at 6:15 p.m.

Lynn Fessel
City Clerk

CITY OF JACKSON

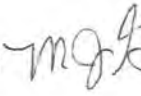


Office of Mayor
Martin J. Griffin

MICHIGAN

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

CITY COUNCIL MEETING February 19, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor 
DATE: February 12, 2013
SUBJECT: Downtown Development Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Bartholomew J. Hawley and Lee Hampton to the Downtown Development Authority, for a four-year term each, beginning March 30, 2013, and ending March 29, 2017.

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

It is my desire to reappoint Bartholomew J. Hawley and Lee Hampton to the Downtown Development Authority, for a four-year term each, beginning March 30, 2013, and ending March 29, 2017.

MJG:skh

APP-CC



REC'D
JAN 11 2013
BY: _____

City of Jackson Board/Commission Application

Name: Bart Hawley
Address: 152 W. Michigan Zip: 49201
Home Phone: 517 795 8628 Other Phone: 517 787 8817
e-mail address: bhawley@jtv.tv Occupation: business owner

Community Involvement/Activity

DDA Board Member Member of: Chamber Jama,
United Way, St. Mary's Non Profit Network, MAB
Midtown Assn.
Are you a registered voter? yes Ward? 5

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

1. DDA
2. _____
3. _____

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

I have enjoyed serving the community on
the DDA and would like to continue

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Bart Hawley
Signature of Applicant

1/9/13
Date

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



City of Jackson Board/Commission Application

Name: Lee Hampton

Address: 337 E Mansion Zip: _____

Home Phone: 517 812-2019 Other Phone: _____

e-mail address: hamptonlee@jacksonmi.edu Occupation: College administrator

Community Involvement/Activity

Center for Family Health Board

Jackson County Jail volunteer

JPS Promise Zone Authority Board

Michigan Department of Corrections volunteer

Are you a registered voter?

Ward? 1st Ward

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

- 1. DDA
- 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

Lee Hampton
Signature of Applicant

1-10-13
Date

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



Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING February 19, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Balancing Change Order 1 – Third Street and Douglas Court Sewer Construction

RECOMMENDATION: To approve Balancing Change Order 1 to the contract with Bailey Excavating, Inc. in the decreased amount of \$2,176.03 to balance quantities for contract pay items and to add pay items not included in the original contract for the Third Street and Douglas Court Sewer Construction project, and authorization for the City Manager and City Engineer to execute the appropriate document.

The Balancing Change Order 1 to the contract with Bailey Excavating, Inc. for the Third Street and Douglas Court Sewer Construction project is attached.

This change order balances quantities. It represents a decrease of \$2,176.03.

We request approval of Balancing Change Order 1 and authorization for the City Manager and the City Engineer to sign the document. This project is being paid from Sanitary Sewer and Local Street funds.

TRW:sms

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

BALANCING CHANGE ORDER NO. 1
To Contract for
Third Street and Douglas Court Sewer Construction
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$ 99,025.00
CHANGE ORDER NO. 1 Details of changes shown on the attached sheets	(\$ 2,176.03)
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 96,848.97

REASON FOR CHANGE:

To change the authorized quantities for contract items to match final quantities placed and to add unattached items that were not included in the proposal but completed in the field during construction.

CONTRACT COMPLETION:

The contract completion time remains unchanged.

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

ACCEPTED BY:

Bailey Excavating, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Patrick H. Burtch, City Manager

Date:

Third Street and Douglas Court Sewer Construction

Final Change order No. 1

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

Item No.	Item Description	Contract		Revised		Unit	Price	Amount	
		Amended Qty	Change	Quantity	Units			ADD	DEDUCT
1	Mobilization, Max. \$3,000.00	1	0	1	LS	2500.00	\$	-	\$ -
2	Stump, Rem, 19 inch to 36 inch	2	0	2	Ea	500.00	\$	-	\$ -
3	Dr Structure, Rem	3	2	5	Ea	400.00	\$	800.00	\$ -
4	Curb & Gutter, Rem	52	-22	30	Ft	5.00	\$	-	\$ (110.00)
5	Sidewalk, Rem	51	0	51	Syd	5.00	\$	-	\$ -
6	Pavt Sawcut	370	-27	343	Ft	2.50	\$	-	\$ (67.50)
7	Vertical Exploratory Investigation	20	25	45	Ft	25.00	\$	625.00	\$ -
8	Driveway, Rem	172	-40	132	Syd	5.00	\$	-	\$ (200.00)
9	Pavt, Rem, Modified	45	1	46	Syd	5.00	\$	5.00	\$ -
10	Rem and Replace Air Conditioner Unit	1	0	1	LS	500.00	\$	-	\$ -
11	Erosion Control, Inlet Protection, Grate Filter, Rectangular	6	-4	2	Ea	50.00	\$	-	\$ (200.00)
12	Project Cleanup	1	0	1	LS	1500.00	\$	-	\$ -
13	Aggregate Base, 8 inch	574	58	632	Syd	6.75	\$	391.50	\$ -
14	Sewer Bulkhead, 24 inch	2	-1	1	Ea	350.00	\$	-	\$ (350.00)
15	Video Taping Sewer and Culv Pipe	170	-120	50	Ft	5.00	\$	-	\$ (600.00)
16	Sewer, CI E, 12 inch	27	5	32	Ft	40.00	\$	200.00	\$ -
17	Sewer Backfill, Class II	27	5	32	Ft	15.00	\$	75.00	\$ -
18	Sewer, HDPE, DR17, 4 inch, Dir Bore	230	0	230	Ft	45.00	\$	-	\$ -
19	Sewer, HDPE, DR17, 8 inch, Dir Bore	319	1	320	Ft	65.00	\$	65.00	\$ -
20	Dr Structure Cover, Adj, Case 1	5	-3	2	Ea	350.00	\$	-	\$ (1,050.00)
21	Dr Structure, Tap, 10 inch	1	-1	0	Ea	300.00	\$	-	\$ (300.00)
22	Dr Structure, Tap, 12 inch	1	0	1	Ea	300.00	\$	-	\$ -
23	Catch Basin Cover, Valley	2	0	2	Ea	500.00	\$	-	\$ -
24	Catch Basin, 48 inch dia	2	0	2	Ea	1450.00	\$	-	\$ -
25	Dr Structure, Temp Lowering, Modified	3	-1	2	Ea	125.00	\$	-	\$ (125.00)
26	Mh Cover, Std	4	-1	3	Ea	400.00	\$	-	\$ (400.00)
27	Storm Manhole, 48 inch dia	1	0	1	Ea	1350.00	\$	-	\$ -
28	HMA, 13A	165	-18.33	146.67	Ton	93.00	\$	-	\$ (1,704.69)
29	HMA Surface, Rem, Modified	470	33	503	Syd	3.75	\$	123.75	\$ -
30	Driveway, Nonreinf Conc, 6 inch	75	-54	21	Syd	30.00	\$	-	\$ (1,620.00)
31	Curb and Gutter, Conc, Detail F4	52	-22	30	Ft	15.00	\$	-	\$ (330.00)
32	Sidewalk, Conc, 4 inch	140	-66	74	Sft	4.50	\$	-	\$ (297.00)
33	Sidewalk, Conc, 6 inch	330	79	409	Sft	5.00	\$	395.00	\$ -
34	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	5	0	5	Ea	80.00	\$	-	\$ -
35	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	5	0	5	Ea	15.00	\$	-	\$ -
36	Plastic Drum, High Intensity, Lighted, Furn	30	0	30	Ea	15.00	\$	-	\$ -
37	Plastic Drum, High Intensity, Lighted, Oper	30	0	30	Ea	2.00	\$	-	\$ -
38	Sign, Type B, Temp, Prismatic, Furn REVISED	304.5	0	304.5	Sft	3.00	\$	-	\$ -
39	Sign, Type B, Temp, Prismatic, Oper REVISED	304.5	0	304.5	Sft	1.00	\$	-	\$ -
40	Sanitary Sewer, SDR26 PVC, 10 inch	33	0	33	Ft	50.00	\$	-	\$ -
41	Sanitary Sewer Backfill, Class II	33	0	33	Ft	20.00	\$	-	\$ -
42	Sanitary Sewer, Service Connection beyond 10 feet	310	-12	298	Ft	35.00	\$	-	\$ (420.00)
43	Sanitary Sewer, Service Connection with 4 inch Tee	3	0	3	Ea	150.00	\$	-	\$ -
44	Threaded Cleanout, PVC, 4 inch	8	0	8	Ea	100.00	\$	-	\$ -
45	Threaded Cleanout, PVC, 6 inch	8	-6	2	Ea	125.00	\$	-	\$ (750.00)
46	Sanitary Manhole, 48 inch dia	1	0	1	Ea	1400.00	\$	-	\$ -
47	Building Permit Fee	0	500	500	Dir	1.00	\$	500.00	\$ -
48	Subgrade Undercutting, Type II	0	5	5	Cyd	15.00	\$	75.00	\$ -
49	Mulch Blanket	0	470	470	Syd	3.50	\$	1,645.00	\$ -
50	Misc Electrical	0	1141.36	1141.36	Dir	1.00	\$	1,141.36	\$ -
51	Material Restock	0	306.55	306.55	Dir	1.00	\$	306.55	\$ -

Total: \$ 6,348.16 \$ (8,524.19)
Net Change: \$ (2,176.03)
Revised Contract Price: \$ 96,848.97



CITY COUNCIL MEETING
February 19, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager *PHB*

SUBJECT: Consideration of the Third Contract Renewal with BioTech Agronomics for Hauling and Land Applying Wastewater Treatment Plant Biosolids.

RECOMMENDATION: Approval of the third contract renewal with Biotech Agronomics, Inc. of Beulah, Michigan to haul and land apply digested biosolids at a cost of \$0.0318 per gallon, and authorize the Mayor and City Clerk to execute the appropriate documents.

At the February 9, 2010 meeting, the Jackson City Council awarded the wastewater treatment plant biosolids hauling and land applying contract to BioTech Agronomics, Inc. of Beulah, Michigan. Contract language allows four one-year renewals, upon the consent of both parties. The second renewal was approved by City Council on February 7, 2012. The third renewal is at a price of \$0.0318 per gallon, a two percent increase from the previous year.

In a typical year, the City will dispose of approximately 2 - 2.5 million gallons of biosolids. Biosolids hauling and land application is a budgeted item in activity 590-553-000-818, and the cost for hauling and land application in 2012 was \$69,856.80.

City staff has expressed their satisfaction with the previous work performed by BioTech Agronomics, Inc. and concur with the recommended approval of the third contract renewal at a cost of \$0.0318 per gallon, and authorization of the Mayor and City Clerk to execute the appropriate document(s).

BioTech Agronomics, Inc.

Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com



January 29, 2013

City of Jackson, Michigan
C/o Todd Knepper
161 West Michigan Ave.
Jackson, Michigan 49201

Re; Request for biosolids land application contract renewal

Mr. Knepper,

BioTech Agronomics Incorporated respectfully requests the institution and acceptance, by the City of Jackson, Michigan, a third renewal of the existing "Hauling and Land Application of WWTP Sludge Contract". As per section VII of the February 22, 2010 agreement, the request for extension is contingent upon the approval of both parties.

BioTech wishes to continue its contract with the City and that the cost for renewal and material removed from the Jackson Waste Water Treatment Facility, as stated in article VII, will be 1.06 times the base bid adjusting the price per gallon to \$0.032. We additionally request the dating of the extension to commence on the 1st of January, 2013 and run thru December 31st. 2013.

Thank you for your consideration and thank you for allowing BioTech Agronomics to service your needs in the past season.

Respectfully,

A handwritten signature in black ink, appearing to read "Philip A. Hoyt". The signature is fluid and cursive, with a large initial "P" and "H".

Philip A. Hoyt
General Manager



Purchasing Department

161 West Michigan Avenue – Jackson, Michigan 49201
Telephone: (517) 788-4020 – Facsimile: (517) 788-4630

February 10, 2010

INVITATION TO BID

Sealed proposals for *Hauling and Land Application of Waste Water Treatment Plant Sludge* will be received by the City of Jackson Purchasing Agent, 161 W. Michigan Avenue, 10th Floor, Jackson, Michigan, until *10:00 AM, Wednesday, January 20, 2010*.

The work includes the following partial listing of items with approximate quantities:

Hauling and land application of approximately 3.5 million gallons of Waste Water Treatment Plant sludge.

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms at the Purchasing Department, 10th Floor, 10th Floor, 161 W. Michigan Avenue, Jackson, Michigan 49201, Telephone (517) 788-4020 or from the city's website at <http://www.cityofjackson.org/rfq>.

Prospective bidders are invited to attend a pre-bid meeting on *Wednesday, January 6, 2010 at 10:00 AM, Purchasing Department, 10th Floor, 161 W. Michigan Ave., Jackson, MI 49201*. Any questions concerning contract documents or specifications will be addressed at this meeting. This will give companies contemplating submitting a bid a chance to examine the locations of the proposed service/goods and receive interpretations of the contract documents.

Bidders will be required to show a State or Federal Equal Employment Opportunity Certificate of Compliance, or demonstrate the existence with standards for equal employment opportunity established by the City of Jackson.

The City of Jackson does not discriminate on the basis of religion, race, color, national origin, age, sex, height, weight, handicapped, or marital status as to: access, availability, employment, or participation in any of its programs and activities.

City of Jackson

By

Lynn Fessel
Purchasing Agent

then proceed to tabulate the bids as corrected.

- d. Proposals may be withdrawn up to the time for opening bids announced in the Invitation for Bids. Proposals shall remain in effect for 60 days after opening.
 - e. Each bidder shall be held to have examined the site of the proposed work and adjacent areas in order to arrive at a clear understanding of the conditions under which the work is to be done. He shall be held responsible to have compared the site with the drawings and specifications and to have satisfied himself as to the conditions of the site, existing obstructions, the actual elevations, and any other conditions affecting the carrying out of his work. No allowance or extra consideration on behalf of the Contractor shall be allowed by reason of error, negligence, oversight, or carelessness on the part of the Contractor.
 - f. The City may request of any bidder evidence of experience performing the work being bid, and may require information on financial status and equipment available for the project.
 - g. Each bidder shall indicate on page 12 of the Proposal Forms the name, address, and a complete description of work to be performed by each subcontractor on this project. All subcontractors must be approved by the City, and must meet the same requirements of the successful bidder.
 - h. On contracts that have two or more divisions, proposals that offer a percentage deduction if a single bidder is awarded more than one division, will be considered provided that the deduction is clearly identified in the proposal.
3. **BID SECURITY:** All Proposals must be accompanied by a certified check made payable to the order of the City of Jackson in the amount of 5% of the aggregate bid total. Bid bonds with authorized surety companies as sureties and of like amount may be substituted for certified checks at the option of the bidder. Such bid bonds must be run to the City of Jackson, Michigan.

All proposals submitted without bid security will be returned to the bidder unread.

The bid deposit of all except the three (3) lowest bidders will be returned within (3) days after the opening of bids. The bid deposit of the three lowest bidders will be returned within forty-eight (48) hours after Contract and required bonds have been finally approved by the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY:** With respect to all contracts estimated to be of a value of more than \$5,000, bidders shall be required to achieve awardable status when submitting sealed bids for potential work to be performed for the City of Jackson. To be deemed awardable, bidders may either submit their latest Certificate of Compliance/Awardability issued by a federal, state, or local Civil Rights enforcement agency; or, if the bidder does not have such a Certificate of

Compliance/Awardability, then the bidder must submit with its bid proposal, a work force profile and an affirmative action plan covering the twelve months following the bid opening date, on forms included with these bid documents and entitled SECTION A and SECTION B. The bidder will be determined awardable if the Certificate of Compliance/Awardability is dated within twelve months of the bid opening date, or if the work force profile and affirmative action plan comply with standards for contract compliance established by the State of Michigan Department of Civil Rights.

All bidders shall complete the Equal Employment Opportunity Certification, Certification of Nonsegregated Facilities, and Non-Collusion Affidavit, found in Section P of the Proposal Forms.

5. **AWARD:**

- A. If the contract is over \$20,000, then the City Council will be advised of the bids received and receive staff recommendations on award. Award of contract, if any, will be made to the single lowest responsible bidder for the entire scope of the project. Provided however, the City Council has the authority to reject any and all bids, and to accept or recommend the acceptance of other than the lowest responsive bid when the public interest is served thereby and such action is in the best interest of the City.
- B. The City Council reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids.

6. **CONTRACT:**

- A. If the awarded contract is \$50,000 or greater, the following bond requirements will apply:

Contractor shall, within ten (10) days of notice of award, provide City at Contractor's expense with three bonds using the forms attached hereto (B-1 through B-7):

- (1) A performance bond executed to the City, to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work;
- (2) A Labor and Material Payment Bond to be executed to the People of the State of Michigan and the City of Jackson, to be in the amount of one hundred percent (100%) of the full contract price, and to be conditioned on the payment of all labor and materials used in the work and for the protection of the City from all liens and damages arising therefrom, as required by Act 213 of the Public Acts of Michigan of 1963, as amended; and

All bonds shall be signed by the contractor and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City. Said bonds shall be payable to the City of Jackson and filed in the office of the City Clerk.

- B. Within 10 days of notification of award, the Contractor must provide certificates of insurance evidencing insurance coverage as required by the Contract.
- C. The successful bidder will be required to sign a contract in three counterparts in substantially the form provided with this bid packet. Failure to do so within 10 days of Notification of Award will result in forfeiture of the bid security.
- D. The Contractor will be provided with Notification to Proceed upon completion of the steps in this paragraph. The Contractor must begin work within 5 days of the Notice to Proceed.
- E. Contract Documents require that all work on this project be completed by *September 30, 2010*.
- F. If either party opts to renew the contract, the cost for the first renewal will be 1.02 times the base bid prices. The second renewal will be 1.04 times the base bid prices. The third renewal will be 1.06 times the base bid prices. The fourth renewal will be 1.08 times the base bid prices. The base bid price is the bid submitted by the Contractor on the beginning contract award.

First Renewal: October 1, 2010 to September 30, 2011
Second Renewal: October 1, 2011 to September 30, 2012
Third Renewal: October 1, 2012 to September 30, 2013
Fourth Renewal: October 1, 2013 to September 30, 2014



CITY COUNCIL MEETING
February 19, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager *PHB*

SUBJECT: Consideration of the First Contract Renewal with Greener Solutions Lawn and Landscape, LLC of Jackson, Michigan for Wastewater Treatment Plant (WWTP) Lawn Care for the 2013 season in the amount of \$12,250.00.

RECOMMENDATION: To approve the first contract renewal with Greener Solutions Lawn and Landscape, LLC for 2013 wastewater treatment plant lawn care in the amount of \$12,250.00, the same cost as the 2012 season, and authorize the Mayor and City Clerk to execute the appropriate documents.

At the March 13, 2012 meeting, the Jackson City Council awarded the wastewater treatment plant lawn care contract to Greener Solutions Lawn and Landscape, LLC of Jackson, Michigan in the amount of \$12,250.00. The contract allows for three (3) one-year renewals at no increase in cost, with approval from both parties.

City staff has expressed their satisfaction with the work performed by Greener Solutions Lawn and Landscape, LLC in 2012, and concur with the recommended approval of the first contract renewal at a cost of \$12,250.00.

Greener Solutions Lawn And Landscape LLC

5276 Sharon Dr
Jackson, MI 49203

517-945-1204

greenersolutions2@yahoo.com
visit us @ www.greenersolutionslawn.net

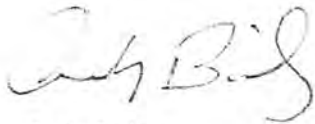
Jackson Wastewater Treatment Plant
2995 Lansing Avenue
Jackson, MI 49202

1/14/13

We Greener Solutions Lawn and Landscape are requesting the opportunity to perform lawn care services to the required specifications of the 2012 mowing season at the same cost of \$12,250.00 for the 2013 mowing season. We hope that we have provided great service during the 2012 season, and will always continue to provide exceptional workmanship and customer service, as that is the foundation of our business.

Please let me know if you have any questions or concerns

Thank You

A handwritten signature in black ink, appearing to read "Andy Bailey". The signature is fluid and cursive, with the first name "Andy" and last name "Bailey" clearly distinguishable.

Andy Bailey
Greener Solutions Lawn And Landscape LLC
517-945-1204



Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING February 19, 2013

TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: Preliminary Allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Funds for Fiscal Year 2013-2014

RECOMMENDATION

Approve preliminary CDBG/HOME funding recommendations for Fiscal Year 2013-2014.

On December 11, 2012, the Jackson City Council adopted the Timetable for 2013-2014 CDBG and HOME processes. The Timetable established February 5, 2013 as the date and time City Council should make preliminary allocations of the 2013-2014 CDBG and HOME funds with an alternate date of February 19, 2013 also established. At the February 5, 2013 City Council meeting, staff from the Department of Neighborhood & Economic Operations requested City Council table making preliminary allocations until February 19, 2013.

As City Council is aware, the City did not offer a competitive application process to entities outside of City of Jackson departments due to the severely reduced funding it received in 2012-2013. However, after meeting with City Administrative staff to prepare funding recommendations for City Council to consider, a small amount of funding remained from what was recommended and the grant amount estimated to be received from HUD. In addition to a formal competitive application process, HUD allows other avenues in which to fund projects, including direct solicitation.

In response to the 2012-2013 competitive application process, the Home of New Vision, located at 407 W Michigan Avenue, had applied for funding to paint the exterior of the building. This structure, located at the western edge of downtown in the block between Steward Avenue and First Street, has been referred to as the "Merriman House" and the "Heritage House." On February 4, 2013, I accompanied inspectors from the Department of Neighborhood & Economic Operations to assess the level of need and estimate the cost to preserve this Italian Revival structure believed to have been built during the Civil War.

Based on the results of the February 4 inspection and review of the cost estimate, it is recommended an activity to rehabilitate 407 W Michigan Avenue in the amount of \$20,354 be considered during the preliminary allocation process. This rehabilitation activity would have to be administered by Department of Neighborhood & Economic Operations staff versus providing funds directly to the Home of New Vision as a subrecipient. The Home of New Vision has secured approximately \$18,000 in funding from other resources, such as the Knight Foundation.

The Department of Housing and Urban Development (HUD) has not yet announced annual formula allocations as the 2013 United States federal budget to fund government operations during the period of October 2012 through September 2013 has not yet been authorized by Congress. In 2010, the City did not receive notification of its annual CDBG and HOME allocations until mid-May. At that time, discussions with HUD representatives revealed that no activities could be added or deleted after preliminary allocations are made by City Council without triggering a substantial change as it directly affects the annual Action Plan, which will be released for public review and comment in March. However, no substantial change would be triggered should the City receive 10% or more (or less) in actual funding allocations over what was estimated as long as only projects considered during the preliminary allocation process receive changes to their funding.

2013-2014 Community Development Block Grant

Funding Proposal Recommendations

Applicants	Funding Request	City Admin. Recommendation	Prelim. Allocation 2/19/13 City Council	Final Allocation 4/23/13 City Council
Public Services				
1 King Center Summer Youth Program	45,500	45,500		
Public Services Subtotal	\$45,500	\$45,500		
Public Services can NOT exceed \$174,883				
Administration and Planning				
2 Community Development	\$46,700	\$46,700		
Administration and Planning Subtotal	\$46,700	\$46,700	\$0	\$0
Other Projects				
3 Neighborhood & Economic Stabilization - Code Enforcement	\$422,000	422,000		
4 Neighborhood & Economic Stabilization - NES Demolition	155,000	155,000		
5 Neighborhood & Economic Stabilization - Residential Rehab	401,000	401,000		
6 Neighborhood & Economic Stabilization - Historic Preservation		20,354		
7 City Attorney's Office - Code Enforcement	65,000	20,000		
8 DPW - Tree Planting	15,000	15,000		
9 DPW - Curb Ramps	40,000	40,000		
Other Projects Subtotal	\$1,098,000	\$1,073,354	\$0	\$0
Total Requested/Recommended	\$1,190,200	\$1,165,554	\$0	\$0
Total Funding Available				
	\$1,165,554	\$1,165,554		
	(estimate)	(estimate)	(actual)	(actual)

Estimated allocation \$1,090,554 + \$75,000 program income = \$1,165,554

2013-2014 HOME Allocation Table

Applicants	Recommended Funding	Prelim. Allocation 2/19/13 City Council	Final Allocation 4/23/13 City Council
General Projects			
1 Neighborhood & Economic Stabilization - Acquisition/ Development/Resale	\$176,619		
General Projects Subtotal:		\$176,619	
Administration¹			
2 Neighborhood & Economic Stabilization - Administration	\$25,400		
Administration Subtotal:		\$25,400	
CHDO Reserve²			
3 CAA - Acquisition/Rehab/Resale	\$40,000		
CHDO Reserve Subtotal:		\$40,000	
CHDO Operating Expenses³			
4 CAA - CHDO Operating	\$12,500		
CHDO Operating Expenses Subtotal:		\$12,500	
Total Requested/Recommended:		\$0	\$0
Total Budget:		\$254,519	\$254,519
	(estimate)	(actual)	(actual)

Restrictions

¹Admin - no more than 10% (\$25,451)

²CHDO Reserve (mandatory) at least 15% (\$38,178)

³CHDO Operating Expenses (optional) - no more than 5% (\$12,725)



Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING February 19, 2013

TO: Honorable Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
SUBJECT: CDBG and HOME Financial Summaries through January 31, 2013

RECOMMENDATION

To accept and place on file the CDBG and HOME Financial Summaries through January 31, 2013.

Attached please find the Financial Summaries for the CDBG and HOME funds for the seven months ended January 31, 2013.

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

**City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Seven Months Ended January 31, 2013**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Public Services</u>							
1 AWARE (FY 2011/2012)	5,500	4,580	-	920	5,500	-	100.0%
2 King Center Summer Program	40,000	-	-	34,591	34,591	5,409	86.5%
3 Salvation Army - Heating Assistance (FY 2011/2012)	55,954	48,354	-	7,600	55,954	-	100.0%
<u>Administration</u>							
4 Administration & Planning							
FY 2011/2012	205,000	106,871	10,312	63,040	169,911	35,089	82.9%
FY 2012/2013	215,000	-	-	-	-	215,000	0.0%
<u>Code Enforcement</u>							
5 City Code Enforcement Division							
FY 2011/2012	485,000	370,196	-	114,804	485,000	-	100.0%
FY 2012/2013	535,000	-	34,970	148,079	148,079	386,921	27.7%
6 City Attorney Office							
FY 2011/2012	29,000	22,663	-	6,337	29,000	-	100.0%
FY 2012/2013	52,000	-	1,657	8,045	8,045	43,955	15.5%
<u>Housing Rehabilitation Projects</u>							
7 City Emergency Hazard Repair Program							
FY 2010/2011	125,000	112,395	-	12,605	125,000	-	100.0%
FY 2011/2012	54,900	-	-	54,900	54,900	-	100.0%
FY 2012/2013	104,000	-	390	22,485	22,485	81,515	21.6%
8 World Changers							
FY 2010/2011	40,585	33,383	-	7,202	40,585	-	100.0%
FY 2011/2012	40,000	-	-	2,305	2,305	37,695 *	5.8%
FY 2012/2013	40,000	-	-	-	-	40,000 *	0.0%
9 City Rehab Administration (Denied Loans)							
FY 2009/2010	1,000	403	-	(100)	303	697 *	30.3%
FY 2010/2011	1,000	348	-	(304)	44	956 *	4.4%
FY 2012/2013	1,000	-	438	867	867	133	86.7%
10 John George Home - building repairs							
FY 2010/2011	10,000	9,660	-	340	10,000	-	100.0%

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
FY 2011/2012	12,500	-	-	12,500	12,500	-	100.0%
<u>Street Projects</u>							
11 Mason - Jackson to Francis (FY 2009/2010)	141,910	139,763	-	2,147	141,910	-	100.0%
12 Special Assessments (FY 2009/2010)	22,718	3,096	-	-	3,096	19,622 *	13.6%
13 Wilkins - Jackson to Williams (FY 2010/2011)	103,000	93,599	-	-	93,599	9,401 *	90.9%
14 Wilkins - Williams to Mechanic (FY 2010/2011)	106,000	-	-	-	-	106,000 *	0.0%
15 Special Assessments (FY 2010/2011)	10,000	-	-	-	-	10,000 *	0.0%
16 Biddle - Jackson to Williams (FY 2011/2012)	53,000	5,750	-	-	5,750	47,250	10.8%
17 Forest - Bend to Edgewood (FY 2011/2012)	106,000	6,307	2,441	49,288	55,595	50,405	52.4%
18 Homewild - Ellery to Edgewood (FY 2011/2012)	119,000	7,546	3,012	64,816	72,362	46,638	60.8%
19 Special Assessments (FY 2011/2012)	25,000	-	-	-	-	25,000	0.0%
<u>Other Projects</u>							
20 Sidewalk Replacement	5,000	-	-	-	-	5,000	0.0%
21 Public Works - curb ramps							
FY 2011/2012	10,000	1,714	-	-	1,714	8,286	17.1%
FY 2012/2013	10,000	-	-	-	-	10,000	0.0%
<u>Economic Development</u>							
22 Job Creation Loans (FY 2010/2011)	50,000	-	-	-	-	50,000 *	0.0%
<u>Public Improvements</u>							
23 Demolition Engineering - 212 W Mich (FY 2010/2011)	38,000	-	-	-	-	38,000 *	0.0%
24 Demolition - Neighborhood Economic Stabilization	494,924	-	19,271	303,585	303,585	191,339	61.3%

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

* Funds identified for future reallocation

**City of Jackson
HOME
Monthly Financial Summary
For the Seven Months Ended January 31, 2013**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2011/2012	144,017	94,865	-	49,152	144,017	-	100.0%
FY 2012/2013	184,391	-	-	28,444	28,444	155,947	15.4%
2 HOME Administration							
FY 2011/2012	32,189	-	-	32,189	32,189	-	100.0%
FY 2012/2013	25,500	-	-	-	-	25,500	0.0%
3 JAHC - Downpayment Assistance							
FY 2010/2011	40,000	20,365	-	3,000	23,365	16,635	58.4%
4 JAHC - CHDO Operating Expenses							
FY 2009/2010	7,328	6,901	-	427	7,328	-	100.0%
FY 2010/2011	8,272	-	-	-	-	8,272	0.0%
5 CAA - CHDO Operating Expenses							
FY 2011/2012	16,000	-	-	-	-	16,000	0.0%
FY 2012/2013	12,500	-	-	-	-	12,500	0.0%
6 JAHC - CHDO Acquisition/Rehab/Resale							
FY 2010/2011	107,400	73,146	1,897	34,254	107,400	-	100.0%
7 CAA - CHDO Acq/Rehab/Resale (FY 2011/2012)							
FY 2011/2012	53,250	-	-	-	-	53,250	0.0%
FY 2012/2013	40,000	-	-	-	-	40,000	0.0%
8 JAHC - Administration (FY 2010/2011)	6,000	5,652	-	348	6,000	-	100.0%
9 Habitat for Humanity (FY 2011/2012)	75,000	13,706	-	61,294	75,000	-	100.0%
10 City - Acq/Rehab/Resale (FY 2011/2012)	240,000	119,420	2,521	62,521	181,941	58,059	75.8%

Julius A. Giglio
City Attorney

Bethany M. Smith
Deputy City Attorney

Gilbert W. Carlson
Assistant City Attorney

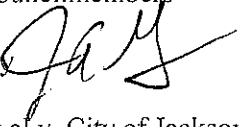
OFFICE OF THE



CITY ATTORNEY

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

CITY COUNCIL MEETING
February 19, 2013
CONSENT CALENDAR

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Julius A. Giglio, City Attorney 
SUBJECT: Voice of the People Media, et al v. City of Jackson, et al
DATE: February 7, 2013

REQUESTED ACTION: To receive the enclosed letter and Order of Dismissal.

In reference to the above-captioned litigation, I am providing a letter dated February 5, 2013 from Attorney James Tamm, together with the Order of Dismissal, which was entered in the Jackson County Circuit Court. The Dismissal is with prejudice and without costs.

As Council is aware, this litigation was covered by the City's insurance carrier, who assigned representation to the law firm of O'Connor, DeGrazia, Tamm & O'Connor, P.C. Mr. Tamm represented all defendants in this matter and obtained a very favorable disposition.

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

JAG/dn
Enc.

O'CONNOR, DEGRAZIA, TAMM & O'CONNOR, P.C.

RICHARD M. O'CONNOR
JAMES E. TAMM
JULIE McCANN O'CONNOR
LAURI STEWART KOTCH
RICHARD V. STOKAN, Jr.
ELIZABETH L. WILHELMI
EMILY K. BAXTER

ATTORNEYS AND COUNSELORS AT LAW
40701 WOODWARD AVENUE - SUITE 105
BLOOMFIELD HILLS, MICHIGAN 48304

JAMES I. DEGRAZIA
(1945-2005)

TELEPHONE
(248) 433-2000

FAX
(248) 433-2001

E-MAIL
jetamm@odtlegal.com

February 5, 2013

*Personal and Confidential - Attorney-Client Privilege
Not subject to production under the
Freedom of Information Act or Open Meetings Act*

Ms. Elizabeth A. Rutherford
Meadowbrook Claims Service
3501 Lake Eastbrook SE, Ste. 150
Grand Rapids, MI 49546
erutherford@meadowbrook.com

Ms. Lynn Fessel, Clerk
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201-1303

Mr. Julius A. Giglio
Jackson City Attorney
161 West Michigan Avenue
Jackson, MI 49201
giglioja@cityofjackson.org

**Re: Voice of the People Media, LLC, et al. v. City of Jackson, et al.
Our File: 100.3595 / Claim No.: 100GL1201152**

Dear Ms. Rutherford, Mr. Giglio and Ms. Fessel:

DISMISSAL OF CASE

During the last few weeks, I had multiple conversations and exchanged emails with Plaintiff's counsel, Philip C. Curtis, regarding dismissal of Plaintiff's Complaint. After obtaining appropriate affidavits, we had filed a Motion for Summary Disposition in November 2012. A hearing on the motion was ultimately scheduled for January 28, 2013. Mr. Curtis never filed a response to the motion. In mid-January, he contacted me indicating that he did not plan to file a response to the motion and proposed dismissing the Complaint. I advised him that I would be required to seek permission to dismiss the case. After appearing before the City Council, City Attorney Julius Giglio advised me that the City approved the dismissal of the claim with prejudice and without costs.

Although I left a phone message for Mr. Curtis on January 24 and sent him an email on January 25 indicating that the City would accept the dismissal, I did not hear back from Mr. Curtis. Instead, he sent a letter to Judge LaFlamme along with an email from late City Councilmember, Carl Breeding, that Mr. Curtis believed supported his position in the case. On

the evening of Sunday, January 27, Mr. Curtis indicated that he had a change of heart and no longer wished to voluntarily dismiss the case. After I expressed by displeasure with his position, Mr. Curtis again changed his mind. Because he had yet to sign an Order of Dismissal and given his bizarre behavior in the past, I decided to appear for the motion hearing.

On the afternoon of the hearing, I met Mr. Curtis outside the courtroom. He again suggested that he may want to go through with the motion. I brought with me several proposed Orders including a Stipulated Order dismissing Plaintiff's claims with prejudice and without costs. Mr. Curtis ultimately agreed to sign this Order and it was then entered with the Court. A copy of the Order is enclosed for your file.

The entry of the Order confirms our view that this was a defensible case. Mr. Curtis' failure to file any response to the motion also validates this view. While I believe that costs could have been obtained, had the Court awarded costs and fees, Mr. Curtis would have had more incentive to file an appeal. The entry of the Order of Dismissal results in a final determination of the claim. We will proceed with closing our file.

It was a pleasure to represent the City of Jackson, Ms. Schlecte, Mr. Dobies, and Mr. Greer. Please feel free to contact me if you have any questions regarding the entry of the Order or its effect.

Very truly yours,

James E. Tamm

James E. Tamm

JET:cr

Enc.

cc: Laura D. Schlecte
Derek J. Dobies
Daniel P. Greer
Thomas Wolff (twolff@mml.org)
Thomas Weed (tweed@meadowbrook.com)

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF JACKSON

VOICE OF THE PEOPLE MEDIA, LLC,
a Michigan Limited Liability Company,

and

PHILIP C. CURTIS,

Plaintiffs,

vs.

HON. RICHARD N. LaFLAMME
Case No.: 12-2240-CZ

THE CITY OF JACKSON, a Municipal Corporation,
THE CITY COUNCIL OF THE CITY OF JACKSON,
the governing political body of the City of Jackson,
LAURA D. SCHLECTE, personally and in her official capacity,
DEREK J. DOBIES, personally and in his official capacity,
DANIEL P. GREER, personally and his official capacity,

Defendants.

PHILIP C. CURTIS (P64563)
P. CURTIS & ASSOCIATES, PLLC
Attorney for Plaintiff
1737 Spring Arbor Road
PMB 206
Jackson, MI 49203
(517) 745-1217
phil@pcurtislaw.com

JAMES E. TAMM (P38154)
O'CONNOR, DEGRAZIA, TAMM & O'CONNOR, P.C.
Attorney for Defendants
40701 Woodward Avenue, Ste. 105
Bloomfield Hills, MI 48304
(248) 433-2000
jetamm@odtlegal.com

**TRUE COPY
OF ORIGINAL FILE**

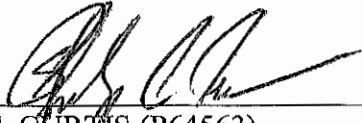
JAN 28 2013

**JACKSON CO. CIRCUIT COURT
AMANDA L. RISKA CO. CLERK**

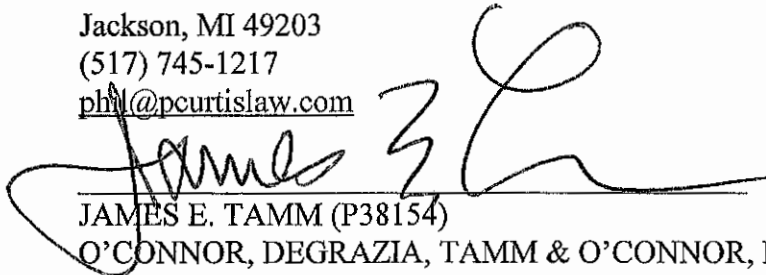
STIPULATION FOR DISMISSAL

The parties, by and through their respective counsel, hereby stipulate that Plaintiff's claims

against Defendants **City of Jackson, City Council for the City of Jackson, Laura D. Schlecte, Derek J. Dobies, and Daniel P. Greer**, are hereby dismissed with prejudice and without costs to any party.



PHILIP C. CURTIS (P64563)
P. CURTIS & ASSOCIATES, PLLC
Attorney for Plaintiff
1737 Spring Arbor Road
PMB 206
Jackson, MI 49203
(517) 745-1217
phil@pcurtislaw.com



JAMES E. TAMM (P38154)
O'CONNOR, DEGRAZIA, TAMM & O'CONNOR, P.C.
Attorney for Defendants
40701 Woodward Avenue, Ste. 105
Bloomfield Hills, MI 48304
(248) 433-2000
jetamm@odtlegal.com

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF JACKSON

VOICE OF THE PEOPLE MEDIA, LLC,
a Michigan Limited Liability Company,

and

PHILIP C. CURTIS,

Plaintiffs,

HON. RICHARD N. LaFLAMME

vs.

Case No.: 12-2240-CZ

THE CITY OF JACKSON, a Municipal Corporation,
THE CITY COUNCIL OF THE CITY OF JACKSON,
the governing political body of the City of Jackson,
LAURA D. SCHLECTE, personally and in her official capacity,
DEREK J. DOBIES, personally and in his official capacity,
DANIEL P. GREER, personally and in his official capacity,

Defendants.

PHILIP C. CURTIS (P64563)
P. CURTIS & ASSOCIATES, PLLC
Attorney for Plaintiff
1737 Spring Arbor Road
PMB 206
Jackson, MI 49203
(517) 745-1217
phil@pcurtislaw.com

JAMES E. TAMM (P38154)
O'CONNOR, DEGRAZIA, TAMM & O'CONNOR, P.C.
Attorney for Defendants
40701 Woodward Avenue, Ste. 105
Bloomfield Hills, MI 48304
(248) 433-2000
jetamm@odtlelgal.com

**TRUE COPY
OF ORIGINAL FILE**

JAN 28 2013

**JACKSON CO. CIRCUIT COURT
AMANDA L. RISKAL CO. CLERK**

ORDER OF DISMISSAL

At a session of said court held on: Jan 28, 2013
Present: Hon. _____

This matter having come before the Court on stipulation of the parties and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that Plaintiff's claims against Defendants **City of Jackson, City Council for the City of Jackson, Laura D. Schlecte, Derek J. Dobies, and Daniel P. Greer,** are hereby dismissed with prejudice and without costs to any party.

This is a final Order that resolves the last pending claim and closes the case.

IT IS SO ORDERED.

Hon. Richard N. LaFlamme
P32641

Circuit Court Judge

Order prepared by:
James E. Tamm (P38154)
Attorney for Defendants
jetamm@odtlegal.com

**TRUE COPY
OF ORIGINAL FILE**

JAN 28 2013

**JACKSON CO. CIRCUIT COURT
AMANDA L. RISKAL CO. CLERK**



City of Jackson, Michigan Financial Statements

As of and For the 7 Months Ended January 31, 2013
(Unaudited)

<u>INDEX:</u>	<u>Page</u>
General Fund Expenditure Summary	1-2
All Other Funds - Expenditure Summary	3-4
All Funds - Revenue Summary	5-6
Notes to Revenue & Expenditure Summaries	7

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 7 Months Ended January 31, 2013
(Prepared on the Adopted Budget-Basis)

Function Department	2012/13 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Legislative :</u>						
101-101 City Council	80,682	80,682	4,703	47,847	59.30%	32,835
<u>Judicial:</u>						
101-137 Administrative Hearings Bureau	22,851	22,851	420	13,326	58.32%	9,525
	22,851	22,851	420	13,326	58.32%	9,525
<u>General Government :</u>						
101-172 City Manager	237,127	287,914	24,825	200,082	69.49%	87,832
101-192 City Clerk-Elections	148,744	148,744	5,859	98,495	66.22%	50,249
101-201 Finance	421,295	421,295	30,983	238,147	56.53%	183,148
101-209 City Assessor	314,153	314,153	24,767	167,173	53.21%	146,980
101-210 City Attorney	416,459	416,459	31,637	225,435	54.13%	191,024
101-215 City Clerk	198,465	198,465	13,256	112,746	56.81%	85,719
101-226 Personnel	183,789	183,789	27,281	95,752	52.10%	88,037
101-233 Purchasing	91,890	91,890	(351)	38,119	41.48%	53,771
101-253 City Treasurer	276,707	276,707	19,346	151,511	54.76%	125,196
101-254 City Income Tax	199,353	199,353	20,869	98,738	49.53%	100,615
101-258 Management Information Services	360,973	360,973	27,299	182,883	50.66%	178,090
101-265 City Hall & Grounds	340,337	340,337	44,809	233,995	68.75%	106,342
101-276 Cemeteries	250,000	250,000	13,951	157,338	62.94%	92,662
101-299 Unallocated	760,980	759,215	43,719	384,372	50.63%	374,843
	4,200,272	4,249,294	328,250	2,384,786	56.12%	1,864,508
<u>Police Department :</u>						
101-301 Police	7,543,533	7,543,533	592,563	4,118,401	54.60%	3,425,132
101-308 STEP Grants	0	11,765	0	7,765	N/A	4,000
101-311 OHSP Grant - Seatbelts	0	15,000	0	5,317	N/A	9,683
101-312 OHSP Grant - OWI	0	0	0	4,014	N/A	(4,014) <i>Note 2</i>
101-313 Consortium Training	12,124	12,124	0	9,526	78.57%	2,598
101-314 In-Service Training	4,486	4,486	674	8,848	197.24%	(4,362) <i>Note 2</i>
101-318 Police Grants - Other	0	207,950	0	0	0.00%	207,950
	7,560,143	7,794,858	593,237	4,153,871	53.29%	3,640,987
<u>Fire Department :</u>						
101-340 Fire Suppression	3,066,078	3,175,335	292,754	1,856,698	58.47%	1,318,637
	3,066,078	3,175,335	292,754	1,856,698	58.47%	1,318,637
<u>Other Public Safety :</u>						
101-350 Public Safety - Unallocated	2,023,881	2,023,881	165,273	1,172,071	57.91%	851,810
101-426 Office of Emergency Measures	67,459	67,459	(140)	19,126	28.35%	48,333
	2,091,340	2,091,340	165,133	1,191,197	56.96%	900,143

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 7 Months Ended January 31, 2013
(Prepared on the Adopted Budget-Basis)

- Continued -

Function Department	2012/13 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Public Works :</u>						
101-441 Tax Property Maintenance	8,813	8,813	859	9,243	104.88%	(430) <i>Note 2</i>
101-442 Civic Affairs	50,240	50,240	2,861	20,165	40.14%	30,075
101-447 Grounds Maintenance	49,320	49,320	884	7,379	14.96%	41,941
101-448 Sidewalk Construction	40,000	40,000	0	30,028	75.07%	9,972
101-450 Street Lighting	513,209	513,209	37,955	226,600	44.15%	286,609
101-455 Weed Control	46,198	46,198	21	15,221	32.95%	30,977
101-690 Forestry	286,363	286,363	19,732	190,148	66.40%	96,215
	994,143	994,143	62,312	498,784	50.17%	495,359
<u>Recreation & Culture :</u>						
101-692 Parks, Recreation & Grounds Admin	621,837	621,837	50,213	350,868	56.42%	270,969
101-697 Parks & Facilities Maintenance	547,170	547,170	36,672	327,314	59.82%	219,856
101-698 Lt. Nixon Memorial Pool	132,225	132,225	4,861	86,888	65.71%	45,337
101-699 Sharp Park Swimming Pool	95,593	95,593	294	80,551	84.26%	15,042
101-803 Historical District	8,452	8,452	633	4,410	52.18%	4,042
	1,405,277	1,405,277	92,673	850,031	60.49%	555,246
<u>Community Enrichment & Development:</u>						
101-401 Planning	121,803	121,803	6,748	52,570	43.16%	69,233
101-728 Economic Development	100,000	100,000	0	3,095	3.10%	96,905
	221,803	221,803	6,748	55,665	25.10%	166,138
<u>Contributions to Other Funds:</u>						
101-999 Contributions to Other Funds:	655,875	655,875	0	250,000	38.12%	405,875
Total General Fund Expenditures	20,298,464	20,691,458	1,546,230	11,302,205	54.62%	9,389,253

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 7 Months Ended January 31, 2013
(Prepared on the Adopted Budget-Basis)

Fund Type/Fund Name	2012/13 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Special Revenue Funds :</u>						
202 Major Street	9,693,083	9,693,083	1,546,364	4,840,814	49.94%	4,852,269
203 Local Street	1,603,111	1,603,111	75,588	1,028,857	64.18%	574,254
208 Ella W. Sharp Park Operating	690,279	690,279	31,344	355,043	51.43%	335,236
210 Land Acquisition Fund	40,000	40,000	2,201	12,754	31.89%	27,246
245 Public Improvement	1,264,621	1,264,621	9,724	157,708	12.47%	1,106,913
249 Building Department	489,376	489,376	46,445	266,066	54.37%	223,310
251 Housing Code Enforcement	861,250	861,250	3,322	215,989	25.08%	645,261
252 Building Demolitions	500,000	500,000	18,408	286,295	57.26%	213,705
253 212 W. Michigan Bldg. Demolition	0	2,290,000	100,350	1,150,063	N/A	1,139,937
257 Budget Stabilization	10,000	10,000	0	0	0.00%	10,000
265 Drug Law Enforcement	43,216	63,650	4,481	20,271	31.85%	43,379
268 BYRNE/JAG Grants	17,590	44,390	2,329	54,647	123.11%	(10,257) <i>Note 2</i>
270 LAUNET Grant	0	40,867	0	7,389	18.08%	33,478
272 SAFER Grant	0	1,875,156	53,637	207,326	11.06%	1,667,830
289 Neighborhood Stabilization Grant	0	0	73,228	130,363	N/A	(130,363) <i>Note 2</i>
296 Recreation Activity	247,532	247,532	4,843	145,519	58.79%	102,013
297 JPS Recreation Millage Program	227,956	227,956	19,005	128,799	56.50%	99,157
298 2008 Brownfield Revolving Loan	875,187	1,275,187	332,131	781,895	61.32%	493,292
<u>Debt Service Funds :</u>						
324 2003 MTF Bond D/S	284,705	284,705	0	284,705	100.00%	0
365 City Hall D/S	676,389	676,389	0	202,165	29.89%	474,224
368 Building Authority D/S	132,512	132,512	7,106	132,511	100.00%	1
395 2001 DDA TIF D/S	550	550	0	0	0.00%	550
396 2011 DDA TIF Refinancing D/S	247,925	247,925	0	123,413	49.78%	124,512
397 2012 BRA TIF Refunding D/S	406,094	406,094	0	193,834	47.73%	212,260
399 2007 BRA TIF Refunding D/S	695,329	695,329	0	207,502	29.84%	487,827
<u>Capital Projects Funds :</u>						
401 Capital Projects Fund	387,212	387,212	9,405	36,762	9.49%	350,450
402 Water Equipment and Replacement	1,907,430	1,907,430	128,052	907,404	47.57%	1,000,026
404 Sanitary Sewer Maintenance Fund	512,166	512,166	7,251	143,622	28.04%	368,544
405 Sanitary Sewer Replacement	890,011	890,011	9,136	337,533	37.92%	552,478
406 Wastewater Equip. Replacement	414,000	414,000	0	66,358	16.03%	347,642
494 Brownfield Redevelopment Auth.	1,285,887	1,285,887	2,989	427,427	33.24%	858,460
496 DDA Project	340,475	340,475	3,477	132,985	39.06%	207,490
<u>Enterprise Funds :</u>						
583 Sharp Park Golf Practice Center	63,775	63,775	491	18,525	29.05%	45,250
585 Auto Parking System	31,958	31,958	1,711	6,186	19.36%	25,772
586 Parking Assessment	117,994	117,994	6,200	46,323	39.26%	71,671
589 Stormwater Utility	1,040,019	1,040,019	73,341	707,224	68.00%	332,795
590 Sewer	6,809,036	6,809,036	426,740	2,636,043	38.71%	4,172,993
591 Water	8,028,255	8,028,255	529,914	3,654,852	45.52%	4,373,403
599 Parking Deck Fund	780,923	780,923	26,359	109,953	14.08%	670,970

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 7 Months Ended January 31, 2013
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2012/13 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<u>Internal Service Funds :</u>							
641	Public Works Administration	624,499	624,499	44,037	289,685	46.39%	334,814
642	Engineering Administration	422,241	422,241	53,359	219,301	51.94%	202,940
643	Local Site Remediation Revolving	201,000	656,051	0	28,661	4.37%	627,390
661	Motor Pool and Garage	1,779,246	1,779,246	222,603	1,020,441	57.35%	758,805
663	Equipment Revolving Fund	43,880	43,880	0	0	0.00%	43,880
677	Workers' Compensation	133,798	133,798	30,023	164,036	122.60%	(30,238) <i>Note 2</i>
678	Prescription Drug	395,250	395,250	584,680	397,779	100.64%	(2,529) <i>Note 2</i>
679	Health Care Deductible Reimb.	384,250	384,250	21,206	92,640	24.11%	291,610
680	Health Care Deductible Reimb.-Fire	0	0	4,030	52,793	N/A	(52,793) <i>Note 2</i>
<u>Trust & Agency Funds :</u>							
702	County & School Tax Collection	20,000	20,000	0	0	0.00%	20,000
711	Cemetery Perpetual Maintenance	60,100	60,100	0	4,731	7.87%	55,369
718	Ella W. Sharp Endowment	42,800	42,800	0	0	0.00%	42,800
731	Employees' Retirement System	3,500,000	3,500,000	278,644	1,969,590	56.27%	1,530,410
732	Policemen's/Firemen's Pension	990,000	990,000	0	504,314	50.94%	485,686
733	Policemen's/Firemen's Pens.-345	4,875,000	4,875,000	12,018	2,361,477	48.44%	2,513,523
736	Public Employees Health Care	8,000	8,000	0	13,650	170.63%	(5,650) <i>Note 2</i>
<u>Special Assessment Funds :</u>							
895	Special Assessment	649,247	649,247	125,584	595,041	91.65%	54,206

City of Jackson
All Funds - Revenue Summary
As of and For the 7 Months Ended January 31, 2013
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name	2012/13 Budget		Actual Month To Date	Actual Year To Date	Percent Collected
	Original	Amended			
<u>General Fund :</u>					
Property Taxes	6,722,592	6,722,592	129,717	5,970,341	88.81%
Income Taxes	7,600,000	7,600,000	1,088,232	4,900,882	64.49%
Licenses & Permits	264,425	264,425	5,973	65,817	24.89%
Federal Grants	1,881	224,831	1,737	9,560	4.25%
State Grants	10,300	10,300	0	4,590	44.56%
State Revenue Sharing	3,918,607	3,918,607	674,358	1,402,021	35.78%
Contributions From Local Units	29,396	39,396	0	15,006	38.09%
Charges For Goods & Services	1,159,160	1,159,160	52,436	367,591	31.71%
Fines & Forfeits	171,290	171,290	39,549	133,125	77.72%
Investment Income	26,000	26,000	1,243	5,934	22.82%
Contributions From Other Funds	162,300	162,300	2,316	47,260	29.12%
Miscellaneous	185,428	185,428	8,556	142,982	77.11%
Total General Fund Revenues	20,251,379	20,484,329	2,004,117	13,065,109	63.78%
<u>Special Revenue Funds :</u>					
202 Major Street	9,503,721	9,503,721	3,807,486	4,728,785	49.76%
203 Local Street	1,550,965	1,550,965	50,001	536,757	34.61%
208 Ella W. Sharp Park Operating	692,700	692,700	0	251,496	36.31%
210 Land Acquisition Fund	40,000	40,000	0	0	0.00%
245 Public Improvement	1,023,300	1,023,300	18,063	912,311	89.15%
249 Building Inspection	489,475	489,475	61,308	313,803	64.11%
251 Housing Code Enforcement Fund	861,250	861,250	85,992	326,454	37.90%
252 Building Demolitions Fund	500,000	500,000	3,954	708,129	141.63%
253 212 W. Michigan Bldg. Demolition	0	2,290,000	326,651	1,150,063	50.22%
257 Budget Stabilization	10,000	10,000	883	3,986	39.86%
265 Drug Law Enforcement	32,530	32,530	1,782	9,936	30.54%
268 BYRNE/JAG Grants	17,590	44,390	0	52,298	117.81%
270 LAWNET Grant	0	40,867	0	4,317	10.56%
272 SAFER Grant	0	1,875,156	0	0	0.00%
289 Neighborhood Stabilization Grant	0	0	10	68,625	N/A Note 2
296 Recreation Activity	296,000	296,000	23,298	142,657	48.19%
297 JPS Recreation Millage Program	222,200	222,200	0	13	0.01%
298 2008 Brownfield Revolving Loan	875,187	1,275,187	0	436,226	34.21%
<u>Debt Service Funds :</u>					
324 2003 MTF Bond D/S	284,705	284,705	0	284,705	100.00%
365 2003 City Hall D/S	677,500	677,500	9,362	612,373	90.39%
368 Building Authority D/S	132,512	132,512	7,106	132,511	100.00%
395 2001 DDA TIF D/S	550	550	0	0	0.00%
396 2011 DDA TIF Refinancing D/S	247,925	247,925	0	123,413	49.78%
397 2012 BRA TIF Refunding D/S	406,094	406,094	0	193,834	47.73%
399 2007 BRA TIF Refunding D/S	695,329	695,329	0	207,502	29.84%

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the 7 Months Ended January 31, 2013
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name	2012/13 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<u>Capital Projects Funds :</u>						
401	Capital Projects Fund	375,000	375,000	2,015	15,163	4.04%
402	Water Equipment and Replacement	1,506,000	1,506,000	126,213	880,378	58.46%
404	Sanitary Sewer Maintenance Fund	512,166	512,166	7,251	141,466	27.62%
405	Sanitary Sewer Replacement	654,778	654,778	55,238	383,581	58.58%
406	Wastewater Equip. Replacement	643,000	643,000	53,080	367,425	57.14%
494	Brownfield Redevelopment Auth.	1,113,579	1,113,579	803	4,333	0.39%
496	DDA Project	840,548	840,548	263	1,503	0.18%
<u>Enterprise Funds :</u>						
583	Sharp Park Golf Practice Center	64,500	64,500	14	15,540	24.09%
585	Auto Parking System	26,300	26,300	1,126	7,488	28.47%
586	Parking Assessment	131,989	131,989	19,952	102,455	77.62%
589	Stormwater Utility	1,105,520	1,105,520	97,363	707,016	63.95%
590	Sewer	5,293,615	5,293,615	202,404	2,096,498	39.60%
591	Water	7,511,331	7,511,331	635,071	4,214,814	56.11%
599	Parking Deck Fund	257,235	257,235	252,171	256,858	99.85%
<u>Internal Service Funds :</u>						
641	Public Works Administration	630,499	630,499	26,382	267,355	42.40%
642	Engineering Administration	425,765	425,765	23,041	203,985	47.91%
643	Local Site Remediation Revolving	81,522	81,522	300	1,554	1.91%
661	Motor Pool and Garage	1,337,049	1,337,049	74,465	768,677	57.49%
663	Equipment Revolving Fund	43,880	43,880	0	0	0.00%
677	Workers' Compensation	280,000	280,000	15,803	137,798	49.21%
678	Prescription Drug	356,050	356,050	30,352	369,404	103.75%
679	Health Care Deductible Reimb.	414,400	414,400	26,573	115,773	27.94%
680	Health Care Deductible Reimb.-Fire	0	0	12,747	91,222	N/A Note 2
<u>Trust & Agency Funds :</u>						
702	County & School Tax Collection	20,000	20,000	3,845	13,465	67.33%
711	Cemetery Perpetual Maintenance	85,100	85,100	2,597	27,709	32.56%
718	Ella W. Sharp Endowment	82,000	82,000	0	0	0.00%
731	Employees' Retirement System	4,183,000	4,183,000	985,073	3,364,703	80.44%
732	Policemen's/Firemen's Pension	971,431	971,431	0	482,946	49.71%
733	Policemen's/Firemen's Pension-345	7,200,342	7,200,342	611,123	4,188,441	58.17%
736	Public Employees Health Care	40,000	40,000	0	0	0.00%
<u>Special Assessment Funds :</u>						
895	Special Assessment	649,247	649,247	127,944	607,662	93.59%

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the 7 Months Ended January 31, 2013
(Prepared on the Adopted Budget-Basis)

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

Note 2: A budget amendment is pending for this variance.



CITY COUNCIL MEETING
February 19, 2013

MEMO TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager *PB*

SUBJECT: Amendment of Refuse Hauler Ordinance – Chapter 12, City Code

RECOMMENDATION:

To approve an ordinance amending Chapter 12, City Code, to regulate the collection of refuse and recyclable materials by providing for collection of refuse and recyclable materials by a designated refuse hauler to service residential generation sites in the City for the purpose of protecting the public health, safety and welfare of the citizens of the City of Jackson.

The attached ordinance is a revision of the current refuse ordinance. It is amended to include the establishment of a single hauler garbage collection system within the City of Jackson.

ORDINANCE 2013 - _____

An Ordinance amending Chapter 12 of the City of Jackson Code of Ordinances to regulate the collection of refuse and recyclable materials by providing for collection of refuse and recyclable materials by a designated refuse hauler to service residential generation sites in the City for the purpose of protecting the health, safety and welfare of the Citizens of the City of Jackson.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this ordinance to regulate the collection of refuse and recyclable materials (“recyclables”), and to provide for collection of refuse and recyclables by a designated refuse hauler for residential generation sites in the City. The City Council has determined that the collection of refuse from certain residential properties designated as residential generation sites would best be undertaken at this time by the City, acting through contract with the private sector. As the collection of refuse and recyclables directly affects the public health, safety, and general welfare, the City shall contract with one designated refuse collector in order to facilitate control of the refuse and recyclables collection program to residential generation sites. In addition, the City Council has determined that it would be in the best interest if a private sector designated refuse collector were selected on a bid basis, requiring demonstration of the contractor’s capability to provide a high level of service to residential generation sites within the City, and to promote and protect the public health, safety and welfare.

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

Chapter 12. REFUSE.

Sec. 12-1. Definitions.

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

Designated refuse hauler means any person or business entity awarded a contract by the City to engage in the business of the collection of refuse and recyclable materials from residential generation sites.

Dwelling unit means a unit of housing sufficient to independently accommodate the needs of one (1) family unit and includes single-family units and individual units within multi-family units.

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

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

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

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

Refuse or recyclable receptacle means a wheeled, plastic, curbside receptacle of between sixty (60) gallons and ninety (90) gallons of internal volume.

Residential generation site means a residential property with up to four (4) residential dwelling units, but excludes any residential dwelling in a mixed-use building located in the C-3 central commercial district.

Residential refuse means garbage, rubbish, or trash that is the type ordinarily generated by the occupants of a residential dwelling.

Sec. 12-2. Prohibited acts.

- (a) It shall be unlawful for any person or business entity to:
- (1) Deposit, place or allow refuse or recyclables to remain upon any property the person owns or occupies unless that refuse is placed in a refuse receptacle or bin in conformance with the provisions of section 12-3.
 - (2) Fail to provide for removal of refuse from any property the person owns or occupies frequently enough to prevent danger to the public health.
 - (3) Use or distribute for use any refuse or recyclable receptacle, or other bin, not in conformance with section 12-3.
 - (4) Deposit, place, or store refuse or recyclables on any porches, including open, unenclosed porches and closed porches.

- (5) Deposit, place, or store a refuse or recyclable receptacle on the curbside, in the driveway, in a public right-of-way, or in the public view in the front yard between the hours of 6:00 p.m. and 6:00 a.m., Monday through Saturday or at any time on Sunday. A refuse or recyclable receptacle may only be placed on the curbside, in the driveway, in a public right-of-way or in public view in the front yard on the day designated for refuse or recyclable collection for the property from which the refuse was generated
- (6) Fail to remove any bulk item from the curbside, from in the driveway, from in a public right of way, or in the public view of the front yard.
- (7) Allow or place refuse or recyclables for collection other than refuse or recyclables that originate from his or her premises.
- (8) For all persons other than employees of a licensed refuse collector, to look through or take items from a refuse or recyclable receptacle or bin located on property or in the right-of-way adjacent to property that it not owned by him or her.
- (9) Damage or destroy any refuse or recyclable receptacle or bin placed for pick up by a refuse collection service.

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

- (a) All receptacles used or intended for use as refuse containers or recycling bins shall:
 - (1) Be of sufficient internal volume to contain refuse or recyclables generated by the owner or occupant of property;
 - (2) Be equipped to stay tightly covered (refuse receptacles and bins only);
 - (3) Be made of metal if a refuse bin and of plastic if a refuse receptacle; and
 - (4) Be kept in good repair.
- (b) Refuse bins shall be constructed so as to not tip over when either of the following forces shall be applied:
 - (1) A horizontal force of seventy (70) pounds applied at a point and in a direction most likely to cause tipping; or
 - (2) A vertical force of one hundred ninety-one (191) pounds separately applied at a point most likely to cause tipping.

- (c) Refuse and recycling receptacles or bins not in conformance with this section may be condemned by the building code enforcement officer and shall not thereafter be used as a depository of refuse until put in proper condition.
- (d) If a refuse or recycling receptacle or bin is provided by a licensee under this chapter for use by another person, it shall identify the licensee with legible lettering stating its business name, address, and telephone number.
- (e) Refuse and recycling receptacles and bins, if used, shall be placed where easily accessible to the refuse or recycling collector.
- (f) Every occupied dwelling unit of every multiple dwelling shall be provided with either a separate refuse receptacle of a size adequate to accommodate the refuse generated during a one-week period by each of the dwelling units therefor, or convenient access to a refuse bin having a volume of sufficient capacity to contain the refuse generated during a one-week period by all of the occupied dwelling units within the multiple dwelling. Residential generation sites must be provided with both a refuse and recyclable receptacle.

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

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

Sec. 12.4.1. City clerk designated to issue license.

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

12.4.2. Fees – establishment by resolution of city council.

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

Sec. 12-5. Refuse collection vehicle license.

- (a) A refuse collection vehicle license shall be governed by this Chapter and Chapter 16 of this Code.
- (b) A separate refuse collection vehicle license shall be required for each individual refuse collection vehicle. A license is not transferable to a separate refuse collection vehicle.

- (c) Application for such license may be made at the office of the city clerk by providing such information as the clerk may require, including satisfactory proof of the following:
 - (1) Availability, and actual use in the business, of a place and manner of disposal of refuse which complies with applicable statutes and regulations;
 - (2) A certificate of compliance issued by the City of Jackson per Section 12.6.1 for the vehicle being licensed;
 - (3) Availability of private off-street parking facilities for the refuse collection vehicles used or to be used in the business, which facilities allow parking of such vehicles in conformance with city zoning and traffic ordinances;
 - (4) Licensing as required by the state of the refuse collection vehicles used or to be used in the business; and
 - (5) Applicant's ability to fully comply with provisions of this chapter.
- (d) Upon providing the information required and paying the fees required, the applicant shall be issued a refuse collection vehicle license.

Sec. 12.5.1. Refuse collection service license.

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

- (4) Licensing as required by the state of all of the refuse collection vehicles used or to be used in the business.
 - (5) Applicant's ability to fully comply with provisions of this Chapter.
- (d) Upon providing the information required and paying the fees required, the applicant shall be issued a refuse collection service license.

Sec. 12-6. Minimum standards of performance.

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

- (a) Make refuse collections at least once each week at residential generation sites and multifamily residences receiving regular refuse service;
- (b) Have available sufficient licensed vehicles and personnel to provide the level of service required by this section;
- (c) Perform all refuse and recyclable collection service in a careful, courteous and sanitary manner;
- (d) Provide clearly legible identification of its refuse-transporting vehicles by lettering on both sides of the vehicle body. Such lettering shall be clearly legible, a minimum of three (3) inches in height, of a color in contrast to that of the vehicle, and shall state the business name of the licensee, the business address and telephone number;
- (e) Perform no refuse collection service in the city before 6:00 a.m. on any day;
- (f) Dispose of all refuse within twenty-four (24) hours.; and
- (g) Affix to the upper passenger side window of the refuse collection vehicle a sticker provided by the city clerk that evidences that a license has been issued for the collection of refuse for the vehicle.

Sec. 12.6.1. Vehicles used in the collection of refuse.

- (a) A vehicle used in the collection of refuse must be designed to prevent the accidental discharge of its contents and be equipped with a strongly built, watertight body, free from holes or openings in the bottom and sides so as to prevent the scattering or leaking of any material.
- (b) A vehicle not equipped with a watertight, enclosed body must be provided with strong, watertight metal container(s) for storage of refuse on the vehicles while refuse is

collected and transported. Containers must be equipped with tight-fitting metal covers and the containers must be covered at all times; provided that one container may remain uncovered during its filling in the course of collection, and in large commercial collections where it is impractical to use metal covers, a clean canvas cover may be used.

- (c) All vehicles and equipment actively engaged in the collection and removal of refuse must be thoroughly washed and cleaned on a regular basis so as not to cause a nuisance, to be free from disagreeable odor, and so as not to attract vermin. Washing of such vehicles may not be done in any residential area and must be done at an approved vehicle washing facility.
- (d) Refuse must be kept covered in the course of collection and removal in such a manner as to confine odors, to prevent the attraction of insects, and to prevent the littering of the streets.
- (e) During the process of collecting refuse, a vehicle shall not be parked in a residential area longer than necessary to collect refuse.
- (f) A vehicle used for the collection of refuse may be temporarily parked in a residential area provided the vehicle is washed and cleaned so as to be free from disagreeable odor and so as not to attract vermin.
- (g) No vehicle used in the collection of refuse may be parked overnight on residentially zoned property, on a public street, or in a right of way with refuse in the vehicle.
- (h) A vehicle used for the collection of refuse shall not be parked, stored or established at any location so as to cause a hazard to health at any location or so as not to cause a nuisance.
- (i) Every vehicle used for the collection of refuse must be inspected annually by the City of Jackson to ensure that the vehicle meets the requirements of this Chapter. A certificate of compliance must be presented to the city clerk upon issuance or renewal of a refuse collection vehicle license.
- (j) A valid certificate of compliance must be kept in every refuse collection vehicle.
- (k) Any vehicle that has been issued a Notice of Violation alleging a violation of this Chapter must be re-inspected by the City of Jackson to ensure that the vehicle meets the requirements of this Chapter. Following the re-inspection, a new certificate of compliance must be presented to the city clerk within thirty (30) days from the date that the Notice of Violation was served on the licensee of the vehicle. Any vehicle for which the licensee of the vehicle was issued a Notice of Violation alleging a violation of this

Chapter shall be prohibited from being used for the collection and removal of refuse until a new certificate of compliance is presented to the city clerk.

Sec. 12.6.2. Seizure and impoundment of vehicles.

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

Sec. 12-7. Collection of refuse and recyclables from residential generation sites.

- (a) On or after October 1, 2013, no owner or occupant of a residential generation site shall dispose of any residential refuse or recyclables from a residential generation site within the City other than by means of a designated refuse hauler contracted by the City for such purpose.
- (b) No owner or occupant of a residential generation site shall dispose of residential refuse or recyclables in any container other than the curbside refuse receptacle or bin provided by the designated refuse hauler.
- (c) Any foreclosed, vacant or abandoned residential property of up to four (4) dwelling units, as those terms are defined in Chapter 14, that is validly registered under the Foreclosed, Vacant or Abandoned Residential Property Registry with the City shall be exempt from the requirement to dispose of any refuse or recyclables by means of a designated refuse hauler provided the property is in fact unoccupied.
- (d) No person or entity except the designated refuse hauler shall engage in the business of collection, transport, delivery or disposal of residential refuse or recyclables generated by residential generation sites within the City.
- (e) A license shall only be issued to one designated refuse hauler to collect residential refuse for all residential generation sites.
- (f) City Council may by resolution establish required procedures and fees for the collection of recyclable materials from residential generation sites.

Sec.12.7.1. Rates, charges and payments for residential generation sites.

- (a) The designated refuse hauler shall charge fees to the owner of the residential generation site for the collection and disposal of refuse as set forth in the contract between the designated refuse hauler and the City. The owner shall be determined from the records of the City Assessor at the time that the service was provided by the designated refuse hauler.
- (b) The designated refuse hauler will send a quarterly invoice, in advance, to each residential generation site for which refuse collection services are provided in the City. Such invoice shall represent charges for services to be rendered the following quarter.
- (c) Unless otherwise specified by the City, the invoice shall be sent by regular mail at least three weeks prior to the beginning of the quarter to which charges are imposed. The invoice shall be mailed to the property address serviced by the designated refuse hauler, unless otherwise requested by the owner of the residential generation site.
- (e) If the invoice for refuse or recyclable collection is not paid within thirty (30) days after the due date, the invoice shall be considered delinquent and a penalty may be set by the designated refuse hauler, and may be added to the amount due. The penalty assessed, if any, shall be collected by the designated refuse hauler.
- (f) The charges for refuse and recyclable collection fees relating to services to a residential generation site shall constitute a lien on the residential generation site for which the services have been provided.
- (g) If any person fails to pay any refuse or recyclable collection charges and/or penalties within ninety (90) days of the date due, the City may send an invoice for the amount due to the person responsible. If the responsible person fails to pay the invoice directed to him or her under this subsection, within thirty (30) days of mailing of said invoice, the City may cause the charges reflected in said invoice to be assessed against the property as a special assessment pursuant to the City Charter and City Code, and the City may institute an action against the responsible person for the collection of said charges in any court of competent jurisdiction. However, the City's attempt to collect such costs by any process shall not invalidate or waive any lien filed against the property. Upon collection of the delinquent charges, interest and penalties, the City shall pay to the designated refuse hauler up to a maximum of fifty (50%) percent of the original delinquent invoice, and the City shall retain the remainder of the amount collected, including all penalties and interest. The City shall not be obligated to pay the designated refuse hauler unless the County of Jackson has collected all outstanding assessments, including penalties and

interests, or in the alternative, the property owner has made payment in full to the City of the outstanding assessment, penalties and interest.

- (h) In the event that a residential generation site becomes uninhabitable due to condemnation, fire damage, code violations or other similar reasons, or in the event that the residential generation site will be unoccupied for a period of six (6) months or less, the owner may request a waiver from payment of refuse charges from the designated refuse hauler. The designated refuse hauler in its sole discretion may determine to waive said charges during the period of vacancy.

Sec. 12.7.2. Contract for refuse collection from residential generation sites.

- (a) A sealed competitive bid procedure shall be utilized for the selection of a designated refuse hauler. The City Manager shall develop contract specifications and a public bid procedure for the award of a contract for refuse and recyclables collection for residential generation sites within the City. A designated refuse hauler shall be selected by the City Council to provide for the collection and disposal of refuse and recyclables in the City with respect to all existing and future residential generation sites in the City in accordance with this Section, in accordance with the contract to be awarded, and in accordance with all applicable laws, ordinances, codes and regulations.
- (b) The contract to be awarded by the City Council to the designated refuse hauler shall, at a minimum, provide for the following:
 - (1) Promoting and protecting the public health, safety and welfare;
 - (2) Appropriate services to residential generation sites within the City;
 - (3) Promoting the general understanding of and the need for recovery resource, recycling and composting;
 - (4) The collection of refuse and recyclables from all residential generation sites;
 - (5) Other miscellaneous services to be specified by the City Manager as part of the bid process, which may include dumpster service at municipal buildings and facilities, a drop-off center, and spring cleanup assistance;
 - (6) The rates and charges for the services of the designated refuse hauler for residential generation sites;
 - (7) Procedures for the collection of rates and charges for services to be rendered to each residential generation site by the designated refuse hauler;

- (8) A contractual obligation to provide collection and disposal services to residential generation sites at the rates and charges specified;
- (9) Insurance and bonding requirements, including, but not limited to, liability insurance, workers compensation insurance, motor vehicle insurance and a performance bond as set forth in this Chapter;
- (10) The preparation and submission of reports required by the City to determine the efficiency and effectiveness of the refuse and recyclable collection program;
- (11) A provision for the rights of the City in the event of the failure to perform on the part of the designated refuse hauler;
- (12) The rights and obligations of the City for termination of the contract;
- (13) Operational specifications, including, but not limited to, specifications for refuse collection vehicles and equipment, employees, contractor maintenance facilities, refuse container handling and condition, schedules and routes, addressing of citizen complaints, and other matters deemed necessary or appropriate by the City Manager;
- (14) Rights and authorization of the City to inspect records and operations of the designated refuse hauler;
- (15) Provision for an informational program with respect to recycling and other services offered to residential generation sites;
- (16) A requirement that the designated refuse hauler comply with all applicable laws, rules, ordinances and regulations; and
- (17) A requirement that the designated refuse hauler secure and maintain in good standing all permits and licenses required by law, rule, ordinance or regulation.

Sec. 12.7.3. Insurance Requirements of Designated Refuse Hauler.

- (a) *Insurance required.* Any designated refuse hauler contracted with by the City shall at all times or for the term of the contract carry public liability, property damage, workers' compensation and vehicle insurance in the form and amount set forth below. All insurance shall provide for a sixty (60) day notice to the City in the event of a material alteration or cancellation of coverage prior to the effective date of such alteration or cancellation. Failure to provide or maintain insurance shall render any contract entered into between the City and the designated refuse hauler null and void. Insurance requested herein shall be provided by an insurance company or companies licensed to conduct

business in the State of Michigan with a current rating of no less than “A” by A.M. Best Company and shall be approved by the City. The designated refuse hauler shall procure and maintain during the life of the contract the following:

- (1) Workers’ compensation insurance in accordance with all applicable statutes of the state. Coverage shall include employer’s liability coverage.
 - (2) Commercial automobile liability coverage, including Michigan No-Fault Coverage for all vehicles used in the performance of the contract. Limited liability shall not be less than \$1,000,000.00 per occurrence combined single limits bodily injury and property damage. Commercial automobile liability coverage must include coverage for all vehicles, owned, non-owned and hired.
 - (3) Commercial liability coverage, not less than \$1,000,000.00 per occurrence; \$1,000,000.00 general aggregate; \$1,000,000.000 personal and advertising injury; \$1,000,000.00 products/completed operations aggregates; \$500,000.000 fire to real property; and \$500,000.00 medical payments. Coverage shall not exclude contractual liability, explosion, collapse or underground hazards.
 - (4) Umbrella liability, not less than \$3,000,000.00 each occurrence and \$5,000,000.00 general aggregate. Coverage shall be umbrella form and not excess insurance. Pollution liability shall be included in coverage.
 - (5) Pollution liability coverage, occurrence or claims made forms are acceptable with limits not less than \$2,000,000.00 each occurrence/aggregate of \$2,000,000.00 general aggregate per project. Coverage shall include clean-up costs, on and off the site including transportation and liability to third parties.
- (b) *Additional insured.* The City shall be named as an additional insured on all policies. The designated refuse hauler shall provide the City with a certificate of insurance evidencing such coverage upon the effective date of the contract and maintain on file with the City a current certificate throughout the term of the contract.
- (c) *Proof of insurance.* The designated refuse hauler shall supply a copy of all insurance policies required under this section no later than thirty (30) days prior to commencement of its duties pursuant to the contract with the City.

Sec. 12-8. Notification and enforcement.

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

- (a) Mail a notice of violation via first-class mail to the owner and occupant of the property.

- (b) The notice of violation shall contain:
 - (1) The date and time the inspection at the property occurred.
 - (2) The name and title of the inspector.
 - (3) A recital of the conditions found on the premises during the inspection.
 - (4) A recital of the acts or omissions which, in the opinion of the inspector, constitute a violation of this chapter.
 - (5) Specific references to the sections of this chapter the building official or police officer feels have been violated.
 - (6) Notice that if the conditions are not remedied within seven (7) calendar days from the date of the inspection, that abatement of the conditions will be done by the city with the cost of same to be billed to the owner or occupant or both.
 - (7) Notice that appearance tickets and/or warrants may be issued against the owner or occupant or both for the above-referenced violations.
- (c) Removal by the city. In the event noncompliance continues beyond the time allowed for compliance in the notice of violation, the building official or police officer may eliminate same by causing the refuse, violative receptacle, or violative bin, or all three (3), to be removed by the city department of public works.
- (d) When removal of refuse occurs pursuant to this section, the owner and/or occupant of the property where the violation occurred shall be invoiced by the city for all related costs.

Sec. 12-9. Collection.

If the owner or occupant fails to pay an invoice for refuse collection services conducted by the City or its authorized contractor directed to him pursuant to Section 12-8 within thirty (30) days, the city may cause the costs reflected by the invoice to be assessed against the property as a special assessment, or may bring suit against the owner or occupant to recover such costs.

Sec. 12-10. Cleanliness of vacated premises.

All persons, including representatives of firms or corporations, vacating any dwelling, storeroom, apartment or other building and grounds within the city shall remove or cause to be removed from such buildings and grounds, including outbuildings appurtenant thereto, all ashes,

garbage, dirt, paper, bottles, glass, cans, refuse and rubbish of every kind and nature whatsoever within forty-eight (48) hours after vacating or removing from such premises.

Sec. 12-11. Penalties.

Penalties for violations shall be as follows and will be enforced by the Chief Building Official:

- (a) All violations of this Chapter by owners or occupants of residential generation sites pertaining to refuse or recyclables collected or generated on the residential generation site shall be a blight violation punishable pursuant to Chapter 2.5 of this Code;
- (b) All other violations of this Chapter shall be misdemeanors punishable pursuant to Section 1-18 of this Code;
- (c) Each day that a violation continues to exist shall constitute a separate offense. Repeated violations of this Chapter by a designated refuse hauler or refuse collector shall be cause for suspension or revocation of a refuse collection license and nullification of a franchise.

Sec. 12-12. Nuisance and abatement.

Any disposal or collection of refuse in the City in violation of any section of this Chapter is declared to be a nuisance per se, and the City may institute any appropriate action in law or equity to abate any such nuisance in any court of competent jurisdiction.

Sec.12-13. Disclaimer of liability.

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

Sec. 12-14. Severability.

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

Sec. 12-15. Inconsistent provisions repealed.

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

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



City Council Values & Goals





Neighborhood & Economic Operations Building a Stronger Jackson

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

CITY COUNCIL MEETING FEBRUARY 19, 2013

MEMO TO: Honorable Mayor Griffin & City Councilmembers

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

DATE: February 13, 2013

SUBJECT: **Proposed Ordinance Amendments to Chapter 28 (Zoning) through the addition of Section 28-111 which contains standards regarding temporary uses and structures**

The addition of those standards also require amendments to the standards for fences walls, and landscape berms (Section 28-125) in Chapter 28 as well as other related standards concerning licensing (Chapter 16)

HEARING: Open a public hearing to receive comments on proposed amendments to Chapter 28 (Zoning) and Chapter 16 (Licenses, Permits and Miscellaneous Business Regulations) of the Code of Ordinances to accommodate new standards for temporary uses and structures.

RECOMMENDATION FROM THE PLANNING COMMISSION:

1. To adopt an ordinance adding Section 28-111 (temporary uses and structures) to Chapter 28 (Zoning) and amending Section 28-5 (definitions) and Section 28-112 (standards for fences, walls, and landscape berms) to accommodate the new standards for temporary uses and structures. *[Planning Commission and staff recommends approval]*
2. To adopt an ordinance amending Section 16-10 (certification by the Building Official and Zoning Administrator), Article VI (special events), and Article XIV (peddlers, transient merchants, concessionaires, and sidewalk cafés) of Chapter 16 (licenses, permits and miscellaneous business regulations) to accommodate the new standards for temporary uses and structures proposed for Chapter 28 (Zoning). *[Planning Commission and staff recommends approval]*

Please find the attached memorandum received by the Planning Commission during their February 6, 2013, regular meeting regarding temporary structures and uses and other associated ordinances. The Planning Commission reviewed and considered these ordinances and is recommending that Council adopt the revisions as proposed. Please note that everything written in red is new proposed language; everything written in blue are revisions the Planning Commission recommended during their meeting.



Please note that in addition to considering ordinances which would amend Chapter 16 (Licensing) and Chapter 28 (Zoning), the Planning Commission considered an ordinance amending Chapter 21.5 (Signs). The Planning Commission is not recommending adopting an ordinance that would amend Chapter 21.5 at this time and would like additional time to consider appropriate revisions. You will see notes in the Planning Commission's Memorandum regarding staff's recommended changes in the attached memo. Please disregard these notes at this time. The Planning Commission will propose revisions to Chapter 21.5 at a later date.

Att': Planning Commission Memorandum
Proposed Ordinances
Public Notice



Neighborhood & Economic Operations

Building a Stronger Jackson

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

PLANNING COMMISSION MEETING FEBRAURY 6, 2013

MEMO TO: Planning Commissioners

FROM: Barry Hicks, AICP, Planning Director (City of Jackson)
Grant Bauman, AICP, Principal Planner (Region 2 Planning Commission)

DATE: January 31, 2013

SUBJECT: **Proposed Ordinance Amendments to Chapter 28 (Zoning) through the addition of Section 28-111 which contains standards regarding temporary uses and structures**

The addition of those standards also require amendments to the standards for fences walls, and landscape berms (Section 28-125) in Chapter 28 as well as other related standards concerning licensing (Chapter 16) and signs (Chapter 21.5) in the Code of Ordinances.

HEARING: Open a public hearing to receive comments on proposed amendments to Chapter 28 (Zoning), Chapter 16 (Licenses, Permits and Miscellaneous Business Regulations) and Chapter 21.5 (Signs) of the Code of Ordinances to accommodate new standards for temporary uses and structures.

MOTIONS: Consideration of recommending that City Council adopt an ordinance adding Section 28-111 (temporary uses and structures) to Chapter 28 (Zoning) and amending Section 28-5 (definitions) and Section 28-112 (standards for fences, walls, and landscape berms) to accommodate the new standards for temporary uses and structures. *[Staff recommends approval]*

Consideration of recommending that City Council adopt an ordinance amending Section 16-10 (certification by the Building Official and Zoning Administrator), Article VI (special events), and Article XIV (peddlers, transient merchants, concessionaires, and sidewalk cafés) of Chapter 16 (licenses, permits and miscellaneous business regulations) to accommodate the new standards for temporary uses and structures proposed for Chapter 28 (Zoning). *[Staff recommends approval]*

Consideration of recommending that City Council adopt an ordinance amending Section 21.5-11 (definitions) and a couple of sections contained in Article VI (General Sign Regulations for All Districts) of Chapter 21.5 (Signs) to accommodate the new standards for temporary uses and structures proposed for Chapter 28 (Zoning). *[Staff recommends approval]*

The addition of standards regarding temporary uses and structures are part of an ongoing effort and series of revisions to the Zoning Ordinance (Chapter 28) that enhance the City of Jackson's quality of life, stabilize property values, and protect the health, safety, and general welfare of residents and business owners. The proposed amendments to the Sign Ordinance (Chapter 21.5) and various parts of Chapter 16 will make it easier to administer the new standards by ensuring that they do not conflict with other City regulations. The inclusion of standards for donation boxes and other temporary uses/structures in Chapter 16 should also lessen the impact of legal non-conformities. Finally, the proposed standards continue to streamline approval procedures by allowing for the administrative approval of temporary uses and structures.



The Zoning Ordinance Revisions Task Force (ZORTF) is comprised of Patrick Burtch (City Manager), Lynn Fessel (City Clerk), Bethany Smith (Deputy City Attorney), Barry Hicks (Planning Director), Frank Donovan (Chief Building Official), and Grant Bauman (Region 2 Planning Commission). An initial draft regarding standards for temporary uses and structures was created to fit into the existing format of the City Code. Once that was complete, the Task Force commenced editing Sections 28-5, -111, and -125 of the Zoning Ordinance (Chapter 28) and pertinent portions of the Sign Ordinance (Chapter 21.5) and Chapter 16 of the City Code into their current form over the course of several months.

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

- Temporary and seasonal uses. Standards for the following types of temporary uses, seasonal uses, and temporary structures are included in the proposed Section 28-111 of the Zoning Ordinance:
 - Temporary uses:
 - Garage and yard sales,
 - Temporary outdoor sales,
 - Transient merchants (i.e., transient outdoor sales and transient indoor sales), and
 - Special events;
 - Seasonal uses:
 - Sidewalk cafés,
 - Outdoor sales and displays,
 - Concessionaires, and
 - Peddlers; and
 - Temporary structures:
 - Temporary buildings and accessory structures (i.e., construction trailers/buildings and temporary sheds and other temporary accessory structures),
 - Other temporary structures (i.e., pods, trailers, truck beds and temporary pools),
 - Donation boxes, and
 - Temporary protective fencing (i.e., temporary fencing associated with temporary and seasonal uses and temporary fencing associated with construction projects).
- Standards common to various types of temporary and seasonal uses (see above):

	Appropriate zoning	Plot Site Plan (PSP)	Exclusions	Duration	Temporary structures	Dedicated parking	Overflow parking	Noise and lighting	Signage	Other City regulations
Garage and yard sales		✓ [†]	✓	✓					✓	
Temporary outdoor sales		✓	✓	✓	✓	✓		✓	✓	✓
Transient outdoor sales		✓	✓	✓	✓	✓	✓	✓	✓	✓
Transient indoor sales	✓	✓	✓		✓	✓		✓	✓	✓
Special events		✓	✓	✓	✓	✓	✓	✓	✓	✓
Sidewalk cafes		✓								✓
Outdoor sales and displays		✓								✓
Concessionaires										✓ [‡]
Peddlers										✓ [‡]

[†] = at the option of the Zoning Administrator

[‡] = compliance with Chapter 16 is cited



- Standards common to various types of temporary structures: Plot Site Plans (PSPs) are also required for temporary buildings and accessory structures (i.e., construction trailers/buildings, temporary sheds and other temporary accessory structures, and donation boxes). The duration of other temporary structures (i.e., pods, trailers, truck beds and temporary pools) is also regulated. Standards regarding the materials, installation, maintenance, and duration of temporary protective fencing are provided as well.
- Standards for fences, walls, and landscape berms (Section 28-125). Changes regarding the terminology utilized for temporary protective fencing associated with construction projects were made to Subsection (e) and the cross-referencing of proposed standards contained in Section 28-111 was added. Subsection (g) was also added to require compliance with the City Building Code.
- Chapter 16. Changes were made to the standards for sidewalk cafés located in Section 16-395, including design standards, limiting the issue of legal nonconformities. Changes were also made to the insurance requirements associated with the use. A minor change regarding terminology was made to Section 16-394. The addition of Section 16-402 was proposed, adding standards for outdoor sales and display areas similar to those established for sidewalk cafés. Finally, standards for donation boxes were added to the proposed Section 16-403 in the same vein as Section 16-395.
- Sign Ordinance (Chapter 21.5). Standards located in Section 28-111 of the Zoning Ordinance were cross-referenced regarding exemption of signage for garage sales located in Section 21.5-21 (9). The duration of special events signage and temporary uses signage located in Section 28-111 of the Zoning Ordinance were cross-referenced in Section 21.5-22 (k).
- Definitions. Definitions for a temporary use of structure (Section 28-5), a donation box (Section 16-386), and outdoor sales and displays (Section 16-386) were added to the City Code. The definitions for a special event (Section 16-153 (a)(2)), a sidewalk café and a transient merchant (Section 16-386), special event signage (Section 21.5-11) and a temporary sign (Section 21.5-11) were revised. Appropriate referencing to those definitions was added throughout the City Code.

Attachments:

- Proposed ordinances
- Public notice

ORDINANCE 2013.____

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, Michigan to add Sec. 28-111, which contains standards for temporary and seasonal uses; adding select definitions to Sec. 28-5; and amending Sec. 28-125(e).

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

To add and revise various standards regarding the temporary uses and structures necessary for the vitality of the City by establishing minimum standards for their location, design, and duration.

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

ARTICLE I. IN GENERAL

...

Section 28-5. Definitions.

...

Temporary use or structure means a structure or use permitted by the Zoning Administrator (or designee) to exist during periods of construction of the main use or for special sales or other events. See Section 28-111 for the various types of temporary uses and structures allowed and their standards.

Section 3. That Section 28-111 be added to Article IV of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan to read as follows:

ARTICLE IV. SITE AND BUILDING DESIGN STANDARDS

...

Section 28-111. Temporary uses and structures.

(a) Intent. Temporary uses and structures are necessary for the vitality of the City. The intent of this Section is to promote the public health, safety and welfare by establishing minimum standards for the location, design, and duration of temporary uses and structures.

(b) Temporary uses.

(1) Garage and yard sales. The incidental sales of personal possessions on an occupied residential lot, by the owner or resident, for a limited period of time.

a. Exclusions. Sales are excluded from:

1. Public rights-of-way or other public property and

4. *Temporary Structures.* A temporary structure must comply with the minimum setback and maximum height restrictions of the Zoning District in which it is located and be set back a minimum of ten (10) feet from a permanent structure located on the property or an adjoining lot. In all cases, a clear path of egress must be maintained, to the satisfaction of the Zoning Administrator (or designee).
5. *Parking.*

 - (a) *Dedicated parking.* If the temporary use and any associated temporary structures are located on an existing parking lot:

 - (1) *Required parking spaces.* The remaining portion of the lot must contain at least seventy-five percent (75%) of the spaces required for the primary use(s), as specified in Section 28-100 (c).
 - (2) *Parking lot circulation.* Proper parking lot circulation must be maintained during the event, to the greatest extent possible, as specified in Section 28-100 (g), and approved by the Zoning Administrator (or designee).
 - (b) *Overflow parking.* If extra parking is required to serve the temporary use and any associated temporary structures:

 - (1) *Paving.* Paving is ~~not~~ required unless otherwise deemed non-objectionable and the event is for public or non-profit sanctioned events and is approved by the Zoning Administrator (or designee).
 - (2) ~~although~~ *Public infrastructure protection.* ~~∗~~Vehicles leaving the parking lot cannot track mud onto any public right-of-way.
 - (23) *Parking lot circulation.* Parking lot circulation patterns complying with the requirements specified in Section 28-100 (g) must be clearly marked and maintained.
6. *Noise and lighting.* The temporary use and any associated temporary structures must comply with the standards for noise contained in Section 17-76, *et. seq.*, of the City Code and Section 28-110 (d)(2) of this Chapter and the standards for lighting contained in Section 28-125 of this Chapter, to the fullest extent possible, as determined by the Zoning Administrator (or designee).
7. *Signage.* Signage related to the temporary use must comply with the standards contained in Section 21.5-22(k) of the City Code to the fullest extent possible, as determined by the Zoning Administrator (or designee).

8. *Other City regulations.* The applicant must also comply with Chapter 16 of the City Code.
- b. *Transient indoor sales.* The sale of edible items, wares, goods, and merchandise within an existing vacant building for a limited period of time.
 1. *Appropriate zoning.* The property must be zoned appropriately for the temporary use.
 2. *Plot Site Plan (PSP).* A plot site plan complying with the requirements of Section 28-135 (e) of this Chapter must be submitted for the review and approval of the Zoning Administrator (or designee), with the following exceptions:
 - (a) *Property specifically designed to accommodate a special event.* This exception does not exempt the organizer(s) from obtaining other required permits.
 - (b) *Private property adjacent to the boundary of a special event located within public rights-of-way and/or publicly owned property and approved by City Council.*
 2. *Exclusions.* Sales are excluded from public rights-of-way or other public property, unless approval is also granted for temporary outdoor sales (see Subsection 28-111(b)(2) or seasonal outdoor sales and displays (see Subsection 28-111(c)(2)).
 3. *Duration.* Sales are limited to one-hundred eighty (180) days in any given calendar year.
 4. *Dedicated parking.* The parking lot, or portion of a parking lot reserved for the temporary use must contain at least seventy-five percent (75%) of the required spaces, as specified in Section 28-100(c). The same standard must be observed for any primary use(s).
 5. *Noise and lighting.* The temporary use and any associated temporary structures must comply with the standards for noise contained in Section 17-76, *et. seq.*, of the City Code and Section 28-110(d)(2) of this Chapter and the standards for lighting contained in Section 28-125 of this Chapter, to the fullest extent possible, as determined by the Zoning Administrator (or designee).
 6. *Signage.* Signage related to the temporary use must comply with the standards contained in Section 21.5-22(k) of the City Code, to the fullest extent possible, as determined by the Zoning Administrator (or designee).

7. Other City regulations. The applicant must also comply with Chapter 16 of the City Code.
- (4) Special events. Special events—as defined in Chapter 16 of the City Code and including street fairs and other events taking place within public-rights-of-way— are permitted provided the following standards are met.
- a. Plot Site Plan (PSP). A plot site plan complying with the requirements of Section 28-135 (e) of this Chapter must be submitted for the review and approval of the Zoning Administrator (or designee), with the following exceptions:
1. Property specifically designed to accommodate a special event. This exception does not exempt the organizer(s) from obtaining other required permits.
 2. Private property adjacent to the boundary of a special event located within public rights-of-way and/or publicly owned property and approved by City Council.
- b. Exclusions. Special events are excluded from public rights-of-way or other public property unless an exception under Subsection 28-111 (4)(a) applies.
- c. Duration. Special events are limited to three (3) events per calendar year for no more than fourteen (14) consecutive days per event.
- d. Temporary Structures. A temporary structure must comply with the minimum setback and maximum height restrictions of the Zoning District in which it is located and be set back a minimum of ten (10) feet from a permanent structure located on the property or an adjoining lot. In all cases, a clear path of egress must be maintained, to the satisfaction of the Zoning Administrator (or designee).
- e. Parking.
1. Dedicated parking. If the temporary use and any associated temporary structures are located on an existing parking lot:
 - (a) Required parking spaces. The remaining portion of the lot must contain at least seventy-five percent (75%) of the spaces required for the primary use(s), as specified in Section 28-100 (c).
 - (b) Parking lot circulation. Proper parking lot circulation must be maintained during the event, to the greatest extent possible, as specified in Section 28-100 (g), and approved by the Zoning Administrator (or designee).
 2. Overflow parking. If extra parking is required to serve the temporary use and any associated temporary structures:

- (a) *Paving.* Paving is not required, although vehicles leaving the parking lot cannot track mud onto any public right-of-way.
 - (b) *Parking lot circulation.* Parking lot circulation patterns complying with the requirements specified in Section 28-100 (g) must be clearly marked and maintained.
 - f. *Noise and lighting.* The temporary use and any associated temporary structures must comply with the standards for noise contained in Section 17-76, *et. seq.*, of the City Code and Section 28-110 (d)(2) of this Chapter and the standards for lighting contained in Section 28-125 of this Chapter, to the fullest extent possible, as determined by the Zoning Administrator (or designee).
 - g. *Signage.* Signage related to the temporary use must comply with the standards contained in Section 21.5-22(k) of the City Code to the fullest extent possible, as determined by the Zoning Administrator (or designee).
 - h. *Other City regulations.* The applicant must also comply with Chapter 16 of the City Code.
- (c) *Seasonal uses.*
- (1) *Sidewalk cafés.* A sidewalk café —as defined in Chapter 16 of the City Code— is permitted provided the following standards are met:
 - a. *Plot Site Plan (PSP).* A PSP complying with the requirements of Section 28-135 (e) of this Chapter must be submitted for the review and approval of the Zoning Administrator (or designee).
 - b. *Other City Standards.* The café must comply with the standards contained in Chapter 16 of the City Code, as well as other pertinent municipal regulations, as determined by the City Clerk (or designee).
 - (2) *Outdoor sales and displays.* Outdoor sales and displays —as defined in Chapter 16 of the City Code and including displays located on the lot(s) occupied by the store— are permitted provided the following standards are met:
 - a. *Plot Site Plan (PSP).* A PSP complying with the requirements of Section 28-135 (e) of this Chapter must be submitted for the review and approval of the Zoning Administrator (or designee). The PSP must identify the location of the limits of the outdoor sales, if that location is not part of an approved full site plan (FSP).
 - b. *Other City Standards.* The outdoor sales and displays must comply with the standards contained in Chapter 16 of the City Code, as well as other pertinent municipal regulations, as determined by the City Clerk (or designee).
 - (3) *Concessionaires.* Edible items, wares, goods, and merchandise sales from mobile stands, vehicles, temporary structures, or similar devices located within a public

right-of-way and in the central commercial (C-3) district. Concessionaires must comply with the requirements of Chapter 16 of the City Code.

- (4) Peddlers. Sale of food, merchandise, and services from place to place. Peddlers must comply with the requirements of Chapter 16 of the City Code.

(d) Temporary structures

- (1) Temporary buildings and accessory structures. A temporary building or accessory structure must comply with the minimum setback and maximum height restrictions of the Zoning District in which it is located and be set back a minimum of ten (10) feet from a permanent structure located on the property or an adjoining lot. In all cases, a clear path of egress must be maintained, to the satisfaction of the Zoning Administrator (or designee). Temporary storage structures, as identified in Subsection 28-111(d)(2)(a), are excluded from these standards.

a. Plot Site Plan (PSP). A PSP must be submitted for the review and approval of the Zoning Administrator (or designee) for all temporary buildings and accessory structures that are not included on a full site plan (FSP) submitted to the City, including those which do not require a building permit. The PSP must comply with the requirements of Section 28-135 (e) of this Chapter.

b. Construction trailers/buildings. Unless otherwise approved by the Zoning Administrator (or designee), any structure designed solely to be utilized during the construction of a building or other structure may be erected or placed on a property, provided that it:

1. Be erected or placed not more than fourteen (14) days prior to the commencement of construction; and
2. Be removed within fourteen (14) days of the issuance of the Certificate of Occupancy the City.

c. Temporary sheds and other temporary accessory structures.

1. Any temporary sheds or other temporary accessory structures intended for use outside of a permanent, temporary (see Subsection 28-111 (a)), or seasonal (see Subsection 28-111 (b)) use must comply with the standards for permanent accessory structures located in Section 28-120 of this Chapter.
2. Tents and other soft-sided structures not utilized during a special event (see Subsection 28-111 (b)(4)) are prohibited

- (2) Other temporary structures. Other temporary structures, as identified below, are limited to fourteen (14) consecutive days or less at a time, no more than two (2) times per calendar year, unless otherwise approved by the Zoning Administrator (or designee).

- a. *Pods, trailers, truck beds.* Pods, trailers, truck beds, or other similar vessels and containers used for storage outside of permanent structures, excluding dumpsters already regulated under Subsection 28-110 (d)(3) of this Chapter.
 - b. *Temporary pools.* Pools twenty-four (24) inches in depth or less and/or designed to be disassembled and/or stored when not in use.
- (3) *Donation boxes.* Donation boxes —as defined in Chapter 16 of the City Code— are allowed on the grounds of registered nonprofit organizations located on nonresidential property provided the following standards are met.
 - a. *Plot Site Plan (PSP).* A PSP complying with the requirements of Section 28-135 (e) of this Chapter must be submitted for the review and approval of the Zoning Administrator (or designee).
 - b. *Other City Standards.* The donation box or boxes must comply with the standards contained in Chapter 16 of the City Code, as well as other pertinent municipal regulations, as determined by the City Clerk (or designee).
- (4) *Temporary protective fences.*
 - (a) *Temporary fencing associated with temporary and seasonal uses.*
 - 1. *Materials.*
 - a. *Fencing located in public rights-of-way must be decorative in nature and cannot be more than fifty percent (50%) opaque.*
 - b. *Fencing materials must be compatible with the surrounding area, as determined by the Zoning Administrator (or designee).*
 - c. *Fencing associated with a special event, as defined in Chapter 16 of the City Code, may also comply with the standards for temporary fencing associated with construction projects located in Subsection 28-111(d)(4)(b).*
 - 2. *Installation.*
 - a. *Fencing that is not anchored in the ground must be sufficiently braced to the satisfaction of the Zoning Administrator (or designee) to ensure that it will not break or fall down.*
 - b. *Fencing must be installed in compliance with the City’s building standards located in Chapter 5 of the City Code*
 - 3. *Maintenance.* The temporary fencing must be inspected regularly and any broken sections of fence must be immediately removed and replaced. Bent or leaning posts must be removed, replaced and anchoring methods improved so that the posts remain plumb. Fence fasteners must be visually inspected and replaced should any be found to have come undone or to have torn through the protective fencing.

(b) Temporary fencing associated with construction projects.

1. Materials.

- a. Fencing must be comprised of high density polyethylene mesh fabric or chain link with a nominal 2 inch diamond design not less than forty-eight (48) inches above grade.
- b. Steel posts must be at least eight (8) feet long and at least one (1) inch wide with a nominal weight of one (1.08) pounds per foot exclusive of the anchor plate. Steel posts must include an anchor plate and be notched, studded or have other means for holding the fabric in place on the post.
- c. Fencing must be attached to each post with at least five (5) eleven (11) gauge galvanized or aluminum coated wire fasteners.

2. Installation.

- a. Install steel posts a maximum of ten (10) feet apart. Steel posts must be installed plumb with a post driver into undisturbed earth. Bent or broken posts are prohibited. Line posts shall have a minimum bury depth of thirty (30) inches. Corner posts shall have a minimum bury depth of forty-two (42) inches and must be braced as necessary to ensure that the posts remains plumb and the protective fencing remains taut once it is attached.
- b. Install line posts with the anchor plate turned to parallel with the fencing. Install corner posts with the steel plate turned to cross the inside of the angle formed by the fence runs on each side of the corner post.
- c. Stretch fence fabric taut and fasten to each post using wire fasteners. Fasteners must be spaced no greater than twelve (12) inches apart on the steel posts with the bottom fastener being located no more than two (2) inches above the ground.

3. Maintenance. The temporary fencing must be regularly inspected and any broken sections of fence must be immediately removed and replaced. Bent or leaning posts must be removed, replaced and anchoring methods improved so that the posts remain plumb. Fence fasteners must be visually inspected and replaced should any be found to have come undone or to have torn through the protective fencing.

4. Duration. The installation and removal of temporary fencing associated with a construction project must comply with the same standards established for construction trailers/buildings located in Subsection 28-111(d)(1)(a) of this Chapter.

5. Temporary fencing associated with construction projects must also comply with the standards contained in Section 28-125 (e) of this Chapter.

Section 4. That Section 28-125 in Article IV of Chapter 28 of the Code of Ordinances, City of Jackson, Michigan be revised to read as follows:

ARTICLE IV. SITE AND BUILDING DESIGN STANDARDS

...

Section 28-125. Standards for fences, walls, and landscape berms.

...

(e) ~~Protective fences.~~Temporary protective fencing associated with construction projects. During construction, protective fencing must be placed around existing vegetation proposed for preservation and other site elements which cannot be easily removed or stored.

(1) Proposed protective fencing must be clearly identified on the landscape plan ~~and approved by the~~ The Zoning Administrator (or designee) ~~in terms of height and materials must also determine compliance with the standards contained in Section 28-111 (d)(4)(b) of this Chapter.~~

...

(g) Standards for construction. Fencing must also comply with pertinent standards located in the City Building Code (Chapter 5).

Section 5. Effective date.

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

ORDINANCE 2013.____

An Ordinance amending Chapter 16 of the Code of Ordinances, City of Jackson, Michigan to revise various sections of the Chapter affected by the addition of Sec. 28-111 to Chapter 28.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

To add and revise various standards affecting the temporary uses and structures necessary for the vitality of the City, including donation boxes, by establishing minimum standards for their location, design, and duration.

Section 2. That Article I of Chapter 16 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

ARTICLE I. IN GENERAL

...

Sec. 16-10. - ~~Building inspector's certificate~~Certification by the Chief Building Official and Zoning Administrator.

In all cases where the carrying on of the trade, profession, business or privilege involves the use of any structure or land, a license therefor shall not be issued until the ~~building inspector~~Chief Building Official and Zoning Administrator (or designees) shall certify that the proposed use is not prohibited by the building (see Chapter 5) and zoning (see Chapter 28) standards, respectively, of this Code, or other ~~zoning~~ regulations of the City.

...

Section 3. That Article VI of Chapter 16 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

ARTICLE VI. ~~CIRCUSES AND~~ SPECIAL EVENTS

...

Sec. 16-153. - Special events.

(a) Definitions. The following definitions shall apply to this section:

...

(2) Special event means any circus, festival, fair, event, bazaar or other specially scheduled activity ~~—including those sponsored by governmental agencies or nonprofit organizations—~~ which is not of a frequent and permanent nature where persons are permitted to sell edible items, wares, goods, or goods, wares or merchandise within a

building or area ~~other than upon a sidewalk~~outside of public rights-of-way, unless otherwise approved by City Council.

...

- (c) Application. Application for a special events license shall be made on forms provided by the ~~City Clerk~~City. The applicant shall submit, as a part of its application, a license fee in accordance with this chapter, and a list of the names and addresses of all persons permitted to sell at the special event along with a general description of the goods, wares or merchandise to be sold by each. Upon compliance with the above requirements, and certification by the Chief Building Official and Zoning Administrator (or designees) per the requirement of Section 16-10 of this Chapter, the ~~City Clerk~~City (or designee) shall issue the applicant a special events license.

...

Section 4. That Article XIV of Chapter 16 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

ARTICLE XIV. PEDDLERS, TRANSIENT MERCHANTS, CONCESSIONAIRES, ~~AND SIDEWALK~~ CAFESCAFÉS, OUTDOOR SALES AND DISPLAY AREAS, AND DONATION BOXES

...

Sec. 16-386. - Definitions.

...

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

Central commercial district means a district as designated by the ~~City's zoning map maintained on file in the department of community development, inspection division~~by the Zoning Administrator (or designee).

...

Donation box means any enclosed receptacle or container designed or intended for the donation and temporary storage of clothing or other materials and located in a designated area, for either non-profit or for-profit purposes.

Outdoor sales and displays means any display related to and used for the sale of edible items, wares, goods, and merchandise located in a designated area adjacent to a building containing a retail business owned or leased by the person, firm or corporation operating the store.

...

Sidewalk ~~cafe-café~~ means any aggregation of tables, chairs, and other appurtenances related to and used for the sale of food and drink located in a designated area adjacent to a building

containing a restaurant business owned or leased by the person, firm or corporation operating the eafecafé.

Transient merchant means any person, whether a resident of the city or not, engaged in the ~~retail sale or delivery~~transient outdoor sale or transient indoor sale (as regulated in Chapter 28) of edible items, goods, wares or merchandise ~~from any lot, premises, building, room or structure~~ on a temporary basis where such person does not have a permanent business location within the city which is subject to the city's real or personal property taxes for the current year.

...

Sec. 16-394. - Prohibited practices.

...

- (7) Occupying any space for the purpose of peddling or as a transient merchant on any public place, street, or adjacent public right-of-way within the central commercial district, except as provided for below:

A concessionaire license may be granted by resolution of the city council within appropriate areas of the public right-of-way or other city-owned property of the central ~~business-commercial~~ district. Concessionaires shall be limited to locations and times within the central business district, as determined by the city council, and a concessionaire license fee as required by section 16-391 shall be paid by each concessionaire in advance of any activities on the approved site by the concessionaire.

...

Sec. 16-395. - Sidewalk eafescafés.

~~A person~~An applicant wishing to establish a sidewalk eafecafé may do so on a sidewalk of the City, but only if all of the following conditions are met:

- (a) The applicant pays an ~~annual~~ permit fee (set by resolution of City Council)~~of seventy-five dollars (\$75.00)~~ to the ~~City Clerk~~City and obtains an ~~annual~~ permit from the clerk to operate a sidewalk eafecafé.
- (b) The location of the tables, chairs, and other appurtenances comprising the sidewalk café are indicated on a Plot Site Plan (PSP) per the requirement of Section 28-111(c)(1)(a) of the City Code. The PSP must indicate the following:
- (1) The tables, chairs, and other appurtenances of the sidewalk eafecafé are placed adjacent to a building containing a restaurant business owned or leased by the person operating the sidewalk eafecafé.
- (2) The tables, chairs and other appurtenances of the sidewalk eafecafé are placed in a way that: ~~they do not hinder safe pedestrian use of the sidewalks and do not block~~
- a. A clear pathway at least five (5) feet in width —free of street trees, street furniture, signs, and other obstructions— is maintained along the sidewalk, and

- b. Ingress or egress from any building or driveway is not blocked.
- (3) The tables, chairs, and other appurtenances of the sidewalk eafecafé are not permanently anchored to the sidewalk in any way.
- (4) ~~The sidewalk café is clearly defined by Any~~ temporary fencing ~~meeting the standards of (see~~ Section 28-111(d)(4)(a)).
- (c) The establishment and operation of the sidewalk eafecafé does not occur before April fifteenth of a calendar year for which a permit is granted nor after October thirty-first of the same year.
- (d) The tables, chairs and other appurtenances of the sidewalk eafecafé are not placed on the sidewalk prior to April fifteenth and are removed therefrom prior to November first.
- (e) The applicant has provided the City with a certificate of insurance which shows that it is in effect during the entire period of the proposed activities with a minimal amount of ~~three hundred thousand one million~~ dollars (~~\$300,000.00~~1,000,000.00) bodily injury protection per incident and one ~~hundred thousand million~~ dollars (~~\$100,000.00~~1,000,000.00) property damage protection per incident with a product liability rider in the minimum amount of one ~~hundred thousand million~~ dollars (~~\$100,000.00~~1,000,000.00) per incident, such certificate to list the City as an additional insured.
- (f) The operation of the sidewalk eafecafé occurs only during the normal business hours of the restaurant within the building owned or leased by the person operating the sidewalk eafecafé.
- (g) The applicant has obtained all required liquor control commission permits and state and city licenses and is otherwise in compliance with all rules and regulations pertaining thereto. The patrons and the employees of a sidewalk eafecafé authorized to vend alcoholic beverages by the liquor control commission shall not be deemed to be in violation of ~~the alcoholic liquors e~~Chapter 3 of the City Code.
- (h) No entertainment or extension of entertainment by loudspeaker or otherwise is permitted outside of the building containing the restaurant business owned or leased by the person operating the sidewalk eafecafé.
- (i) The area in and about the sidewalk eafecafé is kept free of debris and litter.

...

Sec. 16-402. - Outdoor sales and display areas.

An applicant wishing to display and sell edible items, wares, goods, or merchandise may do so on a public sidewalk, but only if all of the following conditions are met:

- (a) The applicant pays an annual permit fee set by resolution of City Council to the ~~City Clerk~~City and obtains an annual permit from the Clerk to operate an outdoor sales and display area.

- (b) The location of the tables, bins, and other appurtenances comprising the outdoor sales and display area are indicated on a Plot Site Plan (PSP) per the requirement of Section 28-111(c)(1)(a) of the City Code. The PSP must indicate the following:

 - (1) The tables, bins, and other appurtenances comprising the outdoor sales and display area are placed adjacent to a building containing a retail business owned or leased by the person operating the outdoor sales and display area.
 - (2) The tables, bins, and other appurtenances comprising the outdoor sales and display area are placed in a way that:

 - a. A clear pathway at least five (5) feet in width —free of street trees, street furniture, signs, and other obstructions— is maintained along the sidewalk, and
 - b. Ingress or egress from any building or driveway is not blocked.
 - (3) Any temporary fencing (see Section 28-111(d)(4)(a)).
- (c) The tables, bins, and other appurtenances comprising the outdoor sales and display area are not permanently anchored to the sidewalk in any way.
- (d) The applicant has provided the City with a certificate of insurance which shows that it is in effect during the entire period of the proposed activities with a minimal amount of one million dollars (\$1,000,000.00) bodily injury protection per incident and one million dollars (\$1,000,000.00) property damage protection per incident with a product liability rider in the minimum amount of one million dollars (\$1,000,000.00) per incident, such certificate to list the City as an additional insured.
- (e) The operation of the outdoor sales and display area occurs only during the normal business hours of the retail business within the building owned or leased by the person operating the outdoor sales and display area.
- (f) The applicant has obtained all required liquor control commission permits and state and city licenses and is otherwise in compliance with all rules and regulations pertaining thereto. The patrons and the employees of an outdoor sales and display area authorized to vend alcoholic beverages by the liquor control commission shall not be deemed to be in violation of Chapter 3 of the City Code.
- (g) No entertainment or extension of entertainment by loudspeaker or otherwise is permitted outside of the building containing the retail business owned or leased by the person operating outdoor sales and display area.
- (h) The area in and about the outdoor sales and display area is kept free of debris and litter.

Sec. 16-403. – Donation boxes.

Donation boxes are prohibited in the City with the exception of registered nonprofit organizations on nonresidential property —located outside of the central commercial district— in accordance with the following:

- (a) Nonresidential premises devoted to nonprofit purposes, including churches, temples, and similar places of worship, are permitted to have up to two (2) Donation boxes.
- (b) The donation box or boxes are not permitted in the front yard and must be appropriately located so as not to interfere with sight triangles, on-site circulation, required setbacks, landscaping, parking, and any other standards contained in this Chapter.
- (c) The donation box or boxes must be a neutral or earth tone color and must be located against the building which is the primary use on the property.
- (ed) The donation box or boxes must be of the type that are enclosed by use of a receiving door and locked so that the contents of the donation box or boxes cannot be accessed by anyone other than those responsible for the retrieval of the contents.
- (de) Each donation box cannot cover a ground surface area in excess of five (5) feet by five (5) feet, nor be more than six (6) feet six (6) inches in height. Groupings of up to two (2) donation boxes cannot cover a ground surface area in excess of five (5) feet by ten (10) feet
- (ef) Each donation box must be regularly emptied of its contents so that it does not overflow, resulting in used clothing being strewn about the surrounding area. Violators will be fined in accordance with Chapter 12 of the City Code.
- (fg) A license for a donation box or boxes (and the associated fee set by resolution of City Council) is required. The permit shall be issued by the ~~City Clerk~~City (or designee), but can only be granted when it is determined by the Zoning Administrator (or designee) that:
 - (1) The donation box or boxes are for use by a duly registered nonprofit organization;
 - (2) The proper types of donation box or boxes are being used as described by this Section;
 - (3) The donation box or boxes are being placed in a proper location as described by this Section, as indicated on the Plot Site Plan (PSP) required by Chapter 28 of the City Code;
 - (4) A letter of authority/permission from the owner of the property upon which the donation boxes are to be and/or are already located has been submitted to the Zoning Administrator (or designee); and
 - (5) The name, address and phone number of the nonprofit organization or Church displayed on each donation box.
- (gh) The permit issued by the ~~City Clerk~~City must be displayed on the front of each donation box.
- (hi) If any donation box or boxes are placed without a permit or an inspection reveals that such donation box or boxes are not in compliance with this Section, enforcement action will be taken in accordance with Chapter 12 of this Code.

...

Section 5. Effective date.

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



Neighborhood & Economic Operations

Building a Stronger Jackson

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

REVISED PUBLIC NOTICE

Published in the Jackson Citizen Patriot on February 17, 2013

Notice of Public Hearing

The Jackson City Council will hold public hearings to consider text amendments to the City Code, including the zoning ordinance. This notice was prepared and distributed in accordance with Sec. 103 of the Michigan Zoning Enabling Act (MCL 125.3103).

The request was made by:

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

The proposed text amendments:

The proposed amendment to the zoning ordinance (Chapter 28) is the addition of Section 28-111 (temporary uses and structures) which includes standards for garage and yard sales, temporary outdoor sales, transient outdoor and indoor sales, special events, various seasonal uses, and various temporary structures (including drop boxes). Additional amendments to Section 28-125 (standards for fences, walls, and landscape berms) and Chapter 16 (licenses, permits and miscellaneous business regulations) are also proposed for the purpose of maintaining common terminologies and standards throughout the City Code.

The reason for the text amendments:

The proposed amendments place standards regarding a variety of temporary uses and structures in a single section of the Zoning Ordinance and remove potential conflicts with common terminologies and standards throughout the City Code.

The effect of adopting the text amendments:

The proposed amendments will allow for the various temporary uses and structures which add to the vibrancy of the City while addressing the unintended ill-effects of those uses and structures.

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

First reading – Tuesday, February 19, 2013 at 6:30 pm

Second reading and consideration – Tuesday, March 12, 2013 at 6:30 pm

The meetings will be held in the

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

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

By: Barry Hicks, AICP
Planning Director



Police Department

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

CITY COUNCIL MEETING February 19, 2013

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

RECOMMENDATION:

- A. To adopt a resolution amending the 2012-2013 Budget to reflect receipt of the Michigan Commission on Law Enforcement Standards (MCOLES) Grant, in the amount of \$27,478.**

A grant in the amount of \$27,478 has been awarded to the Jackson Police Department by the State of Michigan through MCOLES. This grant will be used to conduct Emergency Vehicle Operation training for Southern Michigan Criminal Justice Training Consortium (SMCJTC) members, which includes the Jackson Police Department. The Jackson Police Department is the fiscal agent for the Consortium.

The police department is now requesting the City Council adopt the attached resolution amending the 2012/2013 fiscal year budget.

Resolution

Whereas, the City has been awarded a Justice Training Grant from the State of Michigan, Michigan Commission on Law Enforcement Standards (MCOLES);

Whereas, the purpose of the grant is to ensure law enforcement personnel possess the necessary skills to reduce risks associated with emergency vehicle operation;

Whereas, this grant requires the activity relating to this project be kept in a separate account to facilitate reporting and compliance under the terms of the grant;

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

General Fund

		<u>Increase</u>
REVENUES:		
101.315.213.539.000	MCOLES - State Justice Training Grant	27,478
		<u> </u>
EXPENDITURES:		
101.315.213.706.000	Salaries	4,845
101.315.213.715.000	FICA	70
101.315.213.724.001	Workers' Compensation	73
101.315.213.818.000	Contractual Services	10,490
101.315.213.939.000	Vehicle Maintenance	12,000
		<u> </u>
		<u>27,478</u>

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

I, Lynn Fessel, Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on February 19, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, on the 20th day of February 2013.

City Clerk

Julius A. Giglio
City Attorney

Bethany M. Smith
Deputy City Attorney

Gilbert W. Carlson
Assistant City Attorney

OFFICE OF THE



CITY ATTORNEY

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

CITY COUNCIL MEETING
February 19, 2013
NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Bethany M. Smith, Deputy City Attorney *BS*
SUBJECT: Revisions to Chapter 16 for Temporary Use fees
DATE: February 7, 2013

RECOMMENDED ACTION: To approve the revisions to Chapter 16 to allow fees for Temporary Uses to be established by resolution.

Attached is a black-lined copy of proposed revisions to Chapter 16 that would allow fees for temporary uses to be established by resolution rather than by ordinance in order to allow greater flexibility in the establishment of fees due to ever increasing costs. Examples of temporary uses are sidewalk cafes, peddlers, carnivals, outdoor sales and special events. This proposed ordinance revision is requested to be adopted in conjunction with the proposed changes to Chapter 16 and Chapter 28 that regulate temporary uses.

The requisite action is to approve the Ordinance.

If Council has any questions, please contact me.

BMS/bs
Enc.

cc Patrick Burtch, City Manager
Julius A. Giglio, City Attorney

ORDINANCE 2013 - _____

An Ordinance amending Chapter 16 of the City of Jackson Code of Ordinances to permit fees for Temporary Use licenses to be adopted by resolution of the City Council to allow greater flexibility in adjusting the amount of said fees due to changes in the cost of administration.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose

The City Council adopts this ordinance to allow the fees for Temporary Use licenses to be adopted by resolution of the City Council to allow greater flexibility in adjusting the amount of said fees due to changes in the cost of administration.

Section 2. That Section 16-52 of Chapter 16 of the City of Jackson, Michigan Code of Ordinances be amended to read as follows:

Sec. 16-52. Fees for licenses.

Fees for licenses shall be as prescribed in the following entries of this section under the business, trade, occupation or privilege to be licensed. Bonds, where required, shall be in the amounts listed beneath the license fee prescribed for such business.

Antique dealer:

As principal business, annual fee . . . \$ 41.00

As incidental business, annual fee . . . 21.00

Arcade owner's license . . . 288.00

Auction:

Annual license fee . . . 50.00

Inventory fee required each time an inventory list is filed for an auction sale . . . 25.00

Bicycles (see Uniform Traffic Code).

Billiard room (see Poolroom).

Bowling alleys:

Annual fee . . . 41.00

Plus each alley, annual fee . . . 8.00

Building contractors:

Annual state residential builder or residential maintenance and alteration contractor license registration fee . . . 15.00

Buses:

Annual fee, each bus per seat (rated capacity) . . . 3.00

Maximum annual fee per bus . . . 52.00

Bond (each bus):

Personal injury (two (2) or more persons) . . . 25,000.00

Personal injury (one (1) person) . . . 10,000.00

Property damage (one (1) accident) . . . 10,000.00

Bus driver, annual fee . . . 5.00

Circuses, shows and exhibitions: . . . by resolution

Animal show license: . . . by resolution.

~~First day . . . 41.00~~

~~Each succeeding day . . . 8.00~~

Carnivals, amusement rides and other shows: . . . by resolution.

~~First day . . . 52.00~~

~~Each succeeding day . . . 12.00~~

Circuses, per day . . . ~~259.00~~ by resolution.

Exhibition licenses:

Each exhibition . . . 35.00

Theatrical exhibition, except in licensed theater, per day . . . 35.00

Special events licenses, each special event (regardless of its number of days) . . . ~~35.00~~ by resolution.

Coin-operated amusement devices:

Vendor's license:

First device . . . 1,150.00

Each additional device . . . 6.00

Owner's license, each device . . . 58.00

Coin-operated music devices:

Vendor's license:

First device . . . 575.00

Each additional device . . . 6.00

Owner's license, each device . . . 58.00

Coin-operated music devices:

Vendor's license:

First device . . . 575.00

Each additional device . . . 6.00

Owner's license, each device . . . 58.00

Convalescent home:

Annual fee . . . 37.00

Plus, for each room over ten (10) . . . 3.00

Dances:

Public dance hall:

Per day . . . 15.00

Six (6) months . . . 81.00

One (1) year . . . 115.00

Special dance license, per day . . . 8.00

Studio:

Six (6) months or less . . . 15.00

One (1) year . . . 23.00

Studio public dance license, per day . . . 8.00

Dry cleaning:

Cleaner and outlet, annual fees . . . 41.00

Outlet store, annual fee . . . 8.00

Outlet store, assumed name, annual fee . . . 15.00

Private collection depot:

Annual fee . . . 8.00

When doing spotting or finishing, annual fee . . . 15.00

Retail or private outlet, annual fee . . . 8.00

Self-service laundry or dry cleaner:

Annual fee for each machine (including washers and dry cleaning machines) . . . 2.00

Provided, however, that each such licensee shall pay a minimum annual license fee at each location . . . 35.00

Fumigators and exterminators:

Fumigation and extermination, annual fee . . . 81.00

Extermination only, annual fee . . . 58.00

Insurance:

Personal injury (two (2) or more persons) . . . 10,000.00

Personal injury (one (1) person) . . . 5,000.00

Property damage (one (1) accident) . . . 1,000.00

Gasoline stations:

Gasoline filling stations and private gasoline stations:

Annual fee:

First pump . . . 8.00

Additional pump . . . 5.00

Bulk gasoline station:

Up to 100,000 gallon capacity, annual fee . . . 23.00

100,000 to 150,000 gallon capacity, annual fee . . . 35.00

Over 150,000 gallon capacity, annual fee . . . 46.00

Heating contractors:

Annual state license registration fee . . . 15.00

Hotel:

Annual fee . . . 41.00

Plus, each room . . . 1.00

Junk dealer:

From shop or warehouse:

Annual fee . . . 115.00

Oil furnace installers (see Heating contractors).

Pawnbroker:

Annual fee . . . 144.00

Photographer, itinerant:

Per week . . . 81.00

Annual fee . . . 288.00

Bond . . . 1,000.00

Plumbers (see chapter 5).

Poolrooms:

Annual fee . . . 37.00

Plus, each table, annual fee . . . 8.00

Refuse collection licenses, per vehicle utilized or to be utilized in business . . . by resolution per Section 12.4.1

Rest home (see Convalescent home).

Secondhand dealer:

As principal business, annual fees . . . 41.00

As incidental business, annual fee . . . 21.00

For licensed gasoline station as incidental business, annual fee . . . 8.00

Rummage sale:

Each sale, per day . . . 3.00

Building use exclusively for, annual fee . . . 150.00

Taxicab:

Each taxicab, annual fee . . . 18.00

Insurance:

Personal injury (one (1) or more persons)..... 50/100,000.00

Property damage (one (1) accident) . . . 10,000.00

Taxicab driver:

Annual fee . . . 5.00

Tourist home or cabin:

Per room or cabin, annual fee . . . 2.00

Used motor vehicle dealer:

Annual fee . . . 81.00

Vendor's license:

Peddlers, transient merchants, and concessionaires: . . . by resolution.

~~1-15 days . . . 75.00~~

~~16-30 days . . . 100.00~~

~~31–180 days . . . 175.00~~

~~181–365 days . . . 500.00~~

Sidewalk café: . . . by resolution.

~~Annual fee . . . 75.00~~

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

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

CITY ATTORNEY

CITY COUNCIL MEETING

February 19, 2013

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio, City Attorney



SUBJECT: Oak Wilt Ordinance

DATE: February 6, 2013

REQUESTED ACTION: To approve the proposed Oak Wilt Ordinance and place it on the next regularly scheduled Council Agenda for final adoption.

A number of weeks ago, Council was presented with information concerning oak wilt disease affecting oak trees within the City of Jackson. The Mayor asked that I prepare an oak wilt ordinance to present to Council for consideration. Attached is a proposed ordinance addressing oak wilt prevention. Based on my conversations with representatives from the Michigan Department of Natural Resources, it is my understanding that oak wilt disease is limited to red oak trees. Accordingly, this ordinance's applicability is limited to red oak trees within the City of Jackson. The ordinance prohibits tree pruning from April 15 to June 15 of each year, except in an emergency. The ordinance also provides that if emergency pruning is performed, the resulting tree wounds must be treated with latex paint.

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

JAG/dn

Enc.

cc Patrick Burtch, City Manager

Jon Dowling, City Engineer

Kelli Hoover, Director of Parks and Recreation

ORDINANCE NO. 2013-_____

An ordinance to create Article IV, Chapter 26, Sections 26-90 through 26-94 to establish procedures for pruning or cutting of red oak trees within the City.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Article IV, Section 26-90 through Section 26-94 of Chapter 26 of the Code of the City of Jackson be, and the same shall read as follows:

ARTICLE IV. OAK WILT PREVENTION

Sec. 26-90. Purpose.

The city has determined that the health of red oak trees within the municipal limits are threatened by the fatal disease known as oak wilt. Such hazardous conditions resulting from the spread of the disease create the potential danger of windfall or other breakage of significantly weakened/dead standing trees situated in the vicinity of common property boundaries or common travel lanes. It has further been determined that the loss of red oak trees growing upon private and public property would substantially depreciate the value of property within the city and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the Council to prevent and control the spread of oak wilt and this ordinance is enacted for that purpose.

Sec. 26-91. Painting of Oak Tree Wounds.

Any person, individual, firm, corporation, contractor, landscape contractor, tree trimmer, builder, utility service or any other type of business entity which causes a wound to a red oak tree, whether from ground- maintenance equipment, trimming, cutting or pruning shall paint the wound immediately after the cutting, trimming, pruning or wounding of the tree with opaque latex paint. Painting of exposed oak roots is required by contractors making underground utility cuts and excavations where there are live oak roots larger than the size of a dime.

Sec. 26-92. Oak Tree Cutting and Pruning.

- (a) From April 15 through July 15 of each year, no pruning or cutting of live branches of red oak trees is permitted except in emergencies.
- (b) Emergency pruning within the April 15 to July 15 time period is permitted to maintain necessary levels of safety, service and reliability. If any emergency pruning is done, latex paint must be applied to the fresh wound. Situations where emergency tree pruning may be necessary include, but are not necessarily limited to the following:
 - (1) Storm-related damage to electrical facilities and/or adjacent trees has caused or could cause a power outage;
 - (2) Bringing electrical service into a new residence or business;

- (3) Moving electrical facilities to accommodate road, pipeline, or building construction; and
 - (4) Rebuilding or upgrading distribution facilities.
- (c) Cutting and removal of entire red oak trees is permitted provided that:
- (1) No standing red oak trees are damaged in the process; and
 - (2) Stumps are cut as low to the ground as possible.

Sec. 26-93. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

Sec. 26-94. Penalties.

It shall be unlawful for any person, individual, firm, corporation, or any other type of business entity, to violate any of the provisions of this ordinance. Anyone violating any provision hereof shall be deemed guilty of a misdemeanor, and shall be deemed guilty of a separate offense for each and every such violation and for each and every day or portion thereof during which any such violation continues or occurs. Upon the conviction of such violation, such offense shall be punishable as provided in Sections 1-18 of the Code.

Secs. 26-95 -- 26-100. Reserved.

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



Neighborhood & Economic Operations

Building a Stronger Jackson

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

CITY COUNCIL MEETING FEBRUARY 19, 2013

MEMO TO: Honorable Mayor Griffin & City Councilmembers

FROM: Barry Hicks, AICP, Planning Director *BH*

DATE: February 14, 2013

SUBJECT: Development Agreement between the City of Jackson and INO, LLC regarding the development of property located at 1401 N. West Avenue (Parcel #2-2432.1000)

RECOMMENDATION:

To approve the Development Agreement, authorize the Mayor to sign same, and to authorize the City Attorney to make minor modifications to the documents and to take all other action necessary for the execution of the Development Agreement (*Staff recommends approval*).

Please find the attached Development Agreement between the City and INO, LLC (“Pack and Ship”) regarding the development of property located at 1401 N. West Avenue. The Development Agreement has been reviewed by the City Attorney and staff.

Att’: Development Agreement –INO, LLC

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and INO, LLC, whose address is 1737 Spring Arbor Rd, Jackson Michigan 49203 ("Developer").

WITNESSETH:

WHEREAS, the Developer owns a parcel of real property in the City of Jackson referred to as Pack and Ship and legally described on the attached **Exhibit A**, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Property," and

WHEREAS, Developer wishes to make improvements to the Property; and

WHEREAS, the improvements Developer wishes to make to the Property includes the installation of curbs and landscaping for the parking lot on the Property (the "Project") as depicted on **Exhibit B**, attached hereto and incorporated by reference.

WHEREAS, Developer plans to make the improvements to the Property in accordance with two phases as depicted on **Exhibit C**, attached hereto and incorporated by reference; and

WHEREAS, City requires that Developer's Project complies with the City of Jackson Code of Ordinances; and

WHEREAS, City will agree to issue permits for the Project contingent upon Developer agreeing to the Development Criteria set forth in this Agreement; and

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEFINITIONS. The following definitions shall apply to the provisions of this Agreement:
 - A. "Commencement of the Development" means that building permits for the Project have been issued, and actual physical Development activity is underway. The parties understand that a certificate of occupancy must be granted for each individual lease space.
 - B. "Substantial Completion of the Development" means sufficient work has been completed showing that a financial commitment as well as the Developer's intent and ability to satisfactorily complete each applicable Phase of the Development within the time frames established in this Agreement. City, in its reasonable discretion, shall determine whether Developer has Substantially Completed each phase of the development.
 - C. "Completion of the Development" means that the improvements to the Property required by this Agreement have been satisfied and the Project is fully completed.
3. DEVELOPMENT CRITERIA.
 - A. BUILDING PERMIT ISSUANCE: In order to obtain issuance of building permits for improvements to the Property, Developer agrees to the following:
 - i. To meet the conditions contained in this Agreement;

- ii. To complete the Project within the deadlines provided in this Agreement; and
- iii. To comply with the site plan attached as **Exhibit B** for making the improvements in the Phases set forth in this Agreement within the time periods established by this Agreement.

B. **DEADLINES FOR IMPROVEMENTS:** Except as otherwise provided in **Exhibit C**, the phases and improvements listed on **Exhibit C** must be completed by the dates specified in this Agreement. If Developer fails to complete the improvements for Phase Two by the specified dates in B(i), then the Developer must furnish a cash deposit with City in the amount of Five Thousand (\$5,000.00) Dollars which is intended to cover the cost of the improvements listed on **Exhibit C**. Said deposit shall be refunded to Developer within thirty (30) days after all improvements required in Phase One have been substantially completed.

- i. Phase One Improvements identified and as described as “1” on the attached **Exhibit C**, must be in full compliance with the City of Jackson Code of Ordinances, including site design standards and must be completed by July 31, 2013.
- ii. Phase Two Improvements identified and described as “2” on the attached **Exhibit C** shall be in full compliance with the City of Jackson Code of Ordinances, including those regarding site design standards within three (3) years of the date of signing of this agreement.

In order to have uniform standards applied to both Phase One and Phase Two of Improvements, the site design standards in force and applied to Phase One Improvements, shall also be applied to Phase Two Improvements.

C. **CITY’S DEVELOPMENTAL OBLIGATIONS.** Within three (3) years of the date of signing of this agreement, the City shall repair the drive approach on the east side of the property which connects the parking lot to Clinton Road and will plant four (4) trees in the right-of-way along Clinton Road.

- D. INSPECTIONS. The Developer must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
- E. PERMIT ISSUANCE. Upon the execution of this Agreement, City shall issue permits necessary to complete the Project, and the other improvements required by this Agreement, provided, however, the required Architecturally or Engineered stamped, construction drawings must be submitted to the City by State Licensed Contractors and be in compliance with all applicable State of Michigan and International Codes, and comply with City of Jackson current site standards. Further, upon submission of any future permit applications by Developer during the term of this Agreement, City shall issue permits necessary to complete any improvements and repairs to the Property, provided, however, the required Architecturally or Engineered stamped, construction drawings are submitted to the City by State Licensed Contractors and are in compliance with all applicable State of Michigan and International Codes and comply with City of Jackson site standards.
4. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if Developer fails to comply with any covenant, clause, provision, requirement, or agreement herein contained. However, Developer shall not be in default of this Agreement if Developer's failure to comply with any covenant, clause, provision, requirement, or agreement herein contained is caused by any act(s), event(s) or combination thereof that are beyond the control of Developer, and Developer promptly initiates and continues best efforts to cure Developer's failure to comply with such covenant, clause, provision, requirement or agreement. Upon default by Developer, the City may seek any legal or equitable remedy available under the law, including, but not necessarily limited to, money damages or specific performance. Developer shall be entitled to thirty (30) days' written notice of any default and the opportunity to cure same.

If any default has not been cured within thirty (30) days of the delivery of the notice to the address of Developer specified in this Agreement, City shall, upon delivery of written notice to Developer after the expiration of such thirty (30) days, be relieved of any of its obligations contained herein. In addition to City's remedies identified above, Developer must pay to City liquidated damages in the amount of One Hundred (\$100.00) Dollars per day for each day past the Phase One or Phase Two deadlines set forth in Section 3B of this Agreement.

5. CHANGE OF OWNERSHIP INTEREST. This Development Agreement shall be binding on and inure to the benefit of City and Developer, and all of their respective heirs, successors, assigns, and transferees.
6. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
7. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental or in the use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
8. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties.
9. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

If to the City, to: City of Jackson
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Manager

With a copy to: City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Attorney

If to Developer, to: INO, LLC
1737 Spring Arbor Road.
Jackson, MI 49203
Attn: Wayne Sowers

10. INDEMNIFICATION. Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "Indemnitees") harmless from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or death of any person or persons, and loss or damage to property of any person or persons whomsoever, including Developer or the Indemnitees, and their respective agents, contractors, subcontractors, and employees, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

11. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

EXHIBIT C – SITE IMPROVEMENTS

Improvements to be completed by Developer:

1. Phase One – the following items will be completed by July 31, 2013:
 - a. Submission of a planting schedule and full site plan for administrative review in accordance with Chapter 28, Sec. 28-105 and Sec. 28-135, of the City of Jackson Code of Ordinances; and
 - b. Repair dumpster enclosure to the east of the southernmost building on the property; and
 - c. Restripe parking spaces in the parking lot.

2. Phase Two – the following items will be completed within three (3) years of the date of signing of this agreement:
 - a. Remove asphalt and concrete and install curbing and prepare landscape bed areas as illustrated in **Exhibit B**; and
 - b. Install all landscaping as illustrated in **Exhibit B**, and as to be provided in further detail on a site plan as described in Phase One, item b, and in accordance with Chapter 28, Sec. 28-105 and Sec. 28-135, of the City of Jackson Code of Ordinances; and
 - c. Install the handicap ramp on the northernmost building as illustrated in **Exhibit B**.

12. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
13. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
14. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
15. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
16. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.
17. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and

cancels any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements, whether written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2013.

THE CITY OF JACKSON

By _____
Martin J. Griffin
Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2013, by Martin J. Griffin, Mayor of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Jackson County, Michigan
My commission expires _____

INO, LLC

By: Wayne Sowers
Wayne Sowers
Its: Member

STATE OF MICHIGAN)
)ss
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 14th day of February, 2013, by Wayne Sowers, as Member, on behalf of INO, LLC.

KIMBERLY LYNN
NOTARY PUBLIC, Jackson County, MI
My Commission Expires Dec. 20, 2015

Kimberly Lynn, Notary Public
Jackson County, Michigan
My commission expires December 20, 2015

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

Real property commonly known as 1401 N. West Avenue in the City of Jackson, County of Jackson, State of Michigan, which is more particularly described as:

BEG AT THE INTERS OF THE W LN OF WEST AVE AND THE N LN OF MONROE ST TH N 147 FT ALG THE E LN OF WEST AVE TH S 88 DEG 16' E 143.37 FT TO THE WLY LN OF CLINTON RD TH S 26 DEG 17' 12" E 166.51 FT ALG WLY LN OF CLINTON RD TH S 26 DEG 17' 12" E 166.51 FT ALG WLY LN OF CLINTON ROAD TO THE N LN OF MONROE ST TH N 88 DEG 16' W 220.13 FT TO POB SW 1/4 SEC 27 T2S R1W

EXHIBIT B – SITE PLAN

Attached



Neighborhood & Economic Operations

Building a Stronger Jackson

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

Building Inspection
(517) 788-4012

Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING February 19, 2013

TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: Award Rehabilitation Contract for 702 S Grinnell St to Synergy Construction Group in the amount of \$74,170

RECOMMENDATION

Reject the bid submitted by Hunt Brothers Construction and award the rehabilitation contract for 702 S Grinnell St to Synergy Construction Group in the amount of \$74,170.

The Department of Neighborhood & Economic Operation acquired the residential property at 702 S Grinnell Street on June 6, 2012 with HOME grant funds to rehabilitate and resell to a low- to moderate-income individual or family. Rehabilitation specifications were compiled and bids were originally solicited on July 24, 2012. Upon receipt of three bids, it was determined the scope of the project far exceeded the amount the Department of Neighborhood & Economic Operations intended to invest in the structure, due in part to the inclusion of many specialty items. The low bid at that time was \$113,859. Following analysis of the original bids submitted, staff reconstructed the bid specifications to exclude “specialty” items (i.e., vinyl siding instead of cement fiber siding, vinyl replacement windows instead of wood thermal pane replacement windows, etc.) and rebid the project through the Purchasing Department. Most of the original bidders responded to the notification and attended the second bid walk through at the property. Attached is the tabulation of bids received from four contractors.

As you review the bid tabulation, you may note Hunt Brothers Construction appears to have submitted the low bid (\$72,505) as calculated by the line item total. However, the overall bid submitted by Hunt Brothers included a 10% markup, making its total bid \$79,255. Section 7.3.D of the City’s Purchasing Manual states:

Upon the discovery of an obvious error in a bid, proposal or other contract document that could affect the amount of a bid, the Purchasing Agent shall contact the bidder in writing and advise the bidder that he/she/it has seven working days to correct the error. This correction shall be in writing directed to the Purchasing Agent and shall be postmarked not later than seven working days from the date of the City’s written correspondence notifying the bidder of the error.

As required, the Purchasing Agent notified Hunt Brothers Construction of the obvious error in the bid. A representative from Hunt Brothers contacted the Purchasing Agent by telephone and provided a verbal explanation, which was followed by a written response via e-mail. According to the

Purchasing Agent, the written response conflicted with what was relayed to her verbally. This was the first bid ever received from Hunt Brothers Construction for a rehabilitation project. Normally, a contractor builds its profit into the line item amount so that the total of line items matches the bid amount submitted. Hunt Brothers included a 10% profit into the bid amount submitted (\$79,255) over the line item total (\$72,050). Due to the number of inconsistencies, the level of misunderstanding, and the lack of familiarity by rehabilitation staff with this new bidder's abilities, the Purchasing Agent and Department of Neighborhood & Economic Operations staff, after consultation with the City Attorney, recommend City Council reject the bid submitted by Hunt Brothers Construction and accept the bid of Synergy Construction Group in the amount of **\$74,170** as the lowest responsive bid.

Bid Tabulation
for
Housing Rehabilitation
at
702 S. Grinnell

				Synergy Construction Group 1800 Star Batt Rochester Hills, MI 48309	Hunt Brothers Construction	Concept Construction 1619 Cascade Ct. Jackson, MI 49203	Alpha & Omega Construction Co. 2900 Shirley Drive Jackson, MI 49201
Item #	Description	Code	Rehab Inspector Estimate	Unit Price	Unit Price	Unit Price	Unit Price
1	Vinyl Siding on House	C	7,500.00	11,200.00	8,000.00	8,920.00	8,950.00
2	Vinyl Siding on House - LSWP	L	350.00	400.00	400.00	1,245.00	1,488.00
3	Soffit System	C	2,500.00	1,800.00	1,900.00	1,855.00	1,999.00
4	Soffit System - LSWP	L	400.00	200.00	400.00	450.00	499.00
5	Porch Supports	C	800.00	1,400.00	1,500.00	1,625.00	1,299.00
6	Porch Columns	C	950.00	200.00	500.00	965.00	1,489.00
7	Porch Columns - LSWP	L	100.00	100.00	200.00	300.00	175.00
8	Paint Handrails	C	50.00	125.00	75.00	85.00	125.00
9	Soil Abatement and Seed	L	650.00	500.00	600.00	700.00	775.00
10	Gutterwork	C	900.00	500.00	550.00	725.00	773.00
11	Prehung Fiberglass Door	C	600.00	600.00	900.00	1,045.00	1,288.00
12	Prehung Fiberglass Door - LSWP	L	50.00	50.00	100.00	150.00	75.00
13	Full View Storm Door	C	275.00	275.00	260.00	300.00	283.00
14	4 DH Vinyl Windows - East	C	1,600.00	1,400.00	1,650.00	1,800.00	1,799.00
15	4 DH Vinyl Windows - East - LSWP	L	200.00	200.00	200.00	300.00	299.00
16	Removals and Topsoil	C	500.00	400.00	350.00	365.00	675.00
17	Door Closure - North	C	200.00	150.00	200.00	275.00	175.00
18	Door Closure - North - LSWP	L	50.00	50.00	50.00	50.00	75.00
19	4 Cellar Windows	C	800.00	800.00	900.00	800.00	1,099.00
20	4 Cellar Windows - LSWP	L	200.00	100.00	100.00	200.00	198.00
21	Window Wells	C	175.00	180.00	150.00	145.00	138.00
22	1 DH Vinyl Windows - North	C	400.00	400.00	410.00	400.00	455.00
23	1 DH Vinyl Windows - North - LSWP	L	50.00	50.00	50.00	75.00	70.00
24	3 Awning Windows - North	C	1,200.00	1,200.00	1,200.00	1,050.00	1,365.00
25	3 Awning Windows - North - LSWP	L	150.00	120.00	175.00	225.00	225.00
26	1 Fixed Pane Window - North	C	400.00	400.00	350.00	375.00	429.00
27	1 Fixed Pane Window - North - LSWP	L	50.00	50.00	50.00	75.00	75.00
28	2 Fixed Pane Windows in Stairway	C	800.00	800.00	850.00	800.00	858.00
29	2 Fixed Pane Windows in Stairway - LSWP	L	100.00	60.00	100.00	150.00	124.00

Bids are broken down to utilize/identify funding sources
L = Lead based paint hazard elimination work
C = Code requirement repair

Bid Tabulation
for
Housing Rehabilitation
at
702 S. Grinnell

				Synergy Construction Group 1800 Star Batt Rochester Hills, MI 48309	Hunt Brothers Construction	Concept Construction 1619 Cascade Ct. Jackson, MI 49203	Alpha & Omega Construction Co. 2900 Shirley Drive Jackson, MI 49201
Item #	Description	Code	Rehab Inspector Estimate	Unit Price	Unit Price	Unit Price	Unit Price
30	2 Window Closures - West	C	200.00	150.00	200.00	225.00	148.00
31	2 Window Closures - West - LSWP	L	50.00	30.00	50.00	100.00	70.00
32	Rescreen West Door	C	40.00	60.00	40.00	55.00	38.00
33	Fill Cistern	C	300.00	300.00	285.00	400.00	378.00
34	1 DH Window - West	C	400.00	400.00	410.00	400.00	449.00
35	1 DH Window - West - LSWP	L	50.00	40.00	50.00	75.00	78.00
36	4 Awning Windows - West	C	1,600.00	1,500.00	1,680.00	1,700.00	1,829.00
37	4 Awning Windows - West - LSWP	L	200.00	100.00	200.00	300.00	279.00
38	2 DH Windows - South	C	800.00	800.00	820.00	800.00	898.00
39	2 DH Windows - South - LSWP	L	100.00	80.00	100.00	150.00	148.00
40	5 Awning Windows - South	C	2,000.00	1,500.00	2,100.00	1,775.00	2,298.00
41	5 Awning Windows - South - LSWP	L	250.00	160.00	200.00	300.00	295.00
42	2 Fixed Pane Windows - South	C	800.00	800.00	700.00	750.00	849.00
43	2 Fixed Pane Windows - South - LSWP	L	100.00	80.00	100.00	150.00	148.00
44	Vinyl Siding Garage	C	1,600.00	1,900.00	1,500.00	2,904.00	2,475.00
45	Vinyl Siding Garage - LSWP	L	200.00	200.00	200.00	325.00	488.00
46	Soffit Systems Garage	C	950.00	600.00	600.00	650.00	876.00
47	Soffit Systems Garage - LSWP	L	200.00	100.00	100.00	200.00	198.00
48	Steel Overhead Door W/Opener	C	1,750.00	1,300.00	1,500.00	1,495.00	1,600.00
49	4 Fixed Sash on Garage	C	800.00	800.00	1,400.00	800.00	488.00
50	4 Fixed Sash on Garage - LSWP	L	200.00	140.00	100.00	160.00	139.00
51	Garage Wall Repairs	C	800.00	600.00	600.00	735.00	889.00
52	Concrete Slab	C	1,550.00	1,300.00	1,000.00	1,200.00	1,200.00
53	Drywall & Restructive Kitchen	C	2,550.00	2,900.00	2,300.00	2,896.00	2,950.00
54	Drywall & Restructive Kitchen - LSWP	L	150.00	100.00	200.00	200.00	175.00
55	Kitchen Base Cabinets	GI	3,800.00	2,400.00	2,000.00	2,150.00	2,450.00
56	Kitchen Wall Cabinets	GI	2,900.00	1,800.00	1,600.00	1,755.00	1,850.00
57	Kitchen Countertop	GI	1,600.00	2,100.00	3,000.00	2,275.00	1,985.00
58	Drywall LR & DR Ceilings	C	1,500.00	2,200.00	1,300.00	2,145.00	2,250.00

Bids are broken down to utilize/identify funding sources
L = Lead based paint hazard elimination work
C = Code requirement repair

Bid Tabulation
for
Housing Rehabilitation
at
702 S. Grinnell

Item #	Description	Code	Rehab Inspector Estimate	Synergy Construction Group	Hunt Brothers Construction	Concept Construction	Alpha & Omega Construction Co.
				1800 Star Batt Rochester Hills, MI 48309		1619 Cascade Ct. Jackson, MI 49203	2900 Shirley Drive Jackson, MI 49201
				Unit Price	Unit Price	Unit Price	Unit Price
59	Drywall LR & DR Ceilings - LSWP	L	200.00	200.00	150.00	200.00	250.00
60	Refinish Kitchen and DR Floors	C	1,400.00	2,500.00	1,000.00	1,255.00	1,950.00
61	Refinish Kitchen and DR Floors - LSWP	L	100.00	200.00	100.00	300.00	398.00
62	Carpet Living Room	GI	1,000.00	1,700.00	1,100.00	1,121.00	849.00
63	Paint Interior of House	C	3,900.00	2,600.00	2,000.00	2,700.00	1,950.00
64	Drywall Closet. Install Shelves	C	700.00	500.00	600.00	485.00	750.00
65	Drywall Closet. Install Shelves - LSWP	L	200.00	75.00	60.00	75.00	149.00
66	9 Prehung Doors	C	3,000.00	1,900.00	2,300.00	3,295.00	2,495.00
67	9 Prehung Doors - LSWP	L	500.00	200.00	200.00	450.00	498.00
68	Drywall Bathroom	C	500.00	300.00	500.00	325.00	355.00
69	Drywall Bathroom - LSWP	L	50.00	40.00	50.00	50.00	75.00
70	Ceramic Floors in Bathroom	C	600.00	350.00	300.00	450.00	375.00
71	Drywall N. East Bedroom	C	950.00	950.00	1,000.00	907.00	975.00
72	Drywall N. East Bedroom - LSWP	L	50.00	200.00	100.00	100.00	198.00
73	Closet Shelves - Upper Hall	C	75.00	125.00	110.00	100.00	175.00
74	Closet Shelves - Upper Hall - LSWP	L	50.00	30.00	25.00	25	45.00
75	Drywall S. West Bedroom	C	550.00	600.00	450.00	745.00	750.00
76	Drywall S. West Bedroom - LSWP	L	50.00	50.00	100.00	100.00	125.00
77	Stair Tread, Liners and Nosings	C	350.00	250.00	25.00	300.00	325.00
78	Stair Tread, Liners and Nosings - LSWP	L	50.00	50.00	25.00	50.00	68.00
79	Coal Bin Removal	C	200.00	200.00	200.00	225.00	179.00
80	Insulate Attic and Rim Joist	C	1,200.00	900.00	900.00	925.00	899.00
81	Lead Clearance	L	650.00	500.00	650.00	1,020.00	1,175.00
82	Replace Furnace and Duct	C	4,050.00	3,900.00	4,000.00	5,975.00	4,800.00
83	Asbestos Abatement	C	1,700.00	900.00	1,000.00	800.00	950.00
84	Plumbing to Code	C	4,525.00	2,600.00	2,800.00	4,945.00	3,000.00
85	Electrical to Code	C	5,975.00	4,200.00	5,800.00	5,443.00	6,500.00
	TOTAL BID		82,015.00	74,170.00	72,050.00	84,886.00	85,453.00

Bids are broken down to utilize/identify funding sources
L = Lead based paint hazard elimination work
C = Code requirement repair