



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

AGENDA - CITY COUNCIL MEETING

March 12, 2013

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE** - Invocation by Michelle Woods, 1st Ward City Councilmember.
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **CITIZEN COMMENTS. (3-Minute Limit)**
6. **PRESENTATIONS/PROCLAMATIONS.**
 - A. **Human Relations Commission Chairman Report:**
Jon Hart, Chairman of the Jackson Human Relations Commission, will give a brief report updating the City Council on Human Relations Commission activities.
 - B. **Garbage Removal Presentation:**
The City Manager will give a presentation regarding amendments to the proposed revised Garbage Ordinance.
7. **CONSENT CALENDAR.**
 - A. **Minutes of the Regular Meeting on February 19, 2013:**
Approve the minutes of the regular City Council meeting of February 19, 2013.
 - B. **Child Abuse Prevention Month Kick-Off:**
Approve the request from Council for the Prevention of Child Abuse and Neglect to conduct their annual Child Abuse Prevention Month Kick-off at Austin Blair Memorial Park on Monday, April 1, 2013, at 12:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Insurance coverage has been approved).

- C. Jackson Storyfest:**
Approve the request from Jackson Storyfest to conduct their annual Jackson Storyfest at 15 various sites in downtown Jackson on May 3, 2013, from 9:00 a.m. - 1:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Insurance coverage has been approved).
- *D. Police Memorial:**
Approve the request from Jackson Police Department to conduct their annual Police Memorial at Bucky Harris Park on **Wednesday**, May 8, 2013, from 8:00 a.m. - 1:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Insurance coverage has been approved).
- E. Paws in the Park:**
Approve the request from Cascades Humane Society to conduct their annual Paws in the Park at Sparks Park on Saturday, June 1, 2013, from 8:00 a.m. - 1:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Insurance coverage is approved).
- F. Jackson County Rose Parade and Party in the Park:**
Approve the request from Jackson County Rose Festival, Inc., to conduct their annual Jackson County Rose Parade on city streets and Party in the Park, located in Ella Sharp Park. Both events take place on Sunday, June 2, 2013, from 8:00 a.m. - 7:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Contingent upon receipt of proper insurance coverage).
- G. June Public Paddle:**
Approve the request from GREAT (Grand River Environmental Action Team) to conduct their June Public Paddle from Vandercook Lake County Park to Ella Sharp Park on June 9, 2013, from 12:30 p.m. - 4:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Insurance coverage has been approved).
- H. GREAT Grand River Clean-up:**
Approve the request from GREAT (Grand River Environmental Action Team) to conduct their annual Grand River Clean-up at the Consumers Energy Amphitheatre on Saturday, September 14, 2013, from 7:00 a.m. - 3:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the

Downtown Development Authority. Insurance coverage approved).

I. Summer Reading Kickoff:

Approve the request from Jackson District Library to conduct their annual Summer Reading Kickoff at Jackson District Library, Carnegie, and in the street of W. Michigan Avenue between Blackstone and Hayes on Saturday, June 15, 2013, from 9:00 a.m. – 5:00 p.m. (Recommended approval has been received from Police, Fire, Engineering, Public Works, and Recreation Departments, and the Downtown Development Authority. Insurance coverage has been approved).

J. Local Officers Compensation Commission:

Approve the Mayor's recommendation to reappoint Michael G. Wilson to the Local Officers Compensation Commission for a seven-year term, beginning immediately, and ending February 28, 2020.

K. Building Authority Reappointment:

Approve the Mayor's recommendation to reappoint Philip Honess to the City of Jackson Building Authority for a three-year term, beginning July 1, 2013, and ending June 30, 2016.

L. Local Development Finance Authority/Brownfield Redevelopment Authority:

Approve the Mayor's recommendation to reappoint Councilmembers Andrew Frounfelker and Daniel P. Greer to the Local Development Finance Authority/Brownfield Redevelopment Authority for a four-year term each, beginning June 4, 2013, and ending June 3, 2017.

M. Jackson Transportation Authority Appointment:

Approve the Mayor's recommendation to appoint David S. TenBrink to the Jackson Transportation Authority for a three-year term, beginning March 2, 2013, and ending March 1, 2016.

N. May 2013 City Council Meeting Dates:

Approve the Mayor's recommendation to schedule May 7, May 21, and May 28, 2013, at 6:30 p.m. as regular City Council meeting dates, and cancel May 14, 2013.

O. LOCC Recommendation – Mayor and Council:

Receive and place on file a recommendation from the Local Officers Compensation Commission (LOCC) regarding the annual salary of the Mayor and City Councilmembers.

P. LOCC Recommendation – City Treasurer:

Receive and place on file a recommendation from the Local Officers Compensation Commission (LOCC) regarding the annual salary of the City Treasurer.

- Q. Traffic Control Order Nos. 2142 and 2143:**
Approve Traffic Control Order Nos. 2142 and 2143 for traffic control on Woodruff Place at its approaches to Ganson Street and Trail Street.
- R. CDBG and HOME Financial Summaries through February 28, 2013:**
Receipt of the Community Development Block Grant (CDBG) and HOME Financial Summaries through February 28, 2013.
- S. City Engineer's Report & Establishment of a Public Hearing - Webster Street from Oakdale Avenue to Elmwood Street:**
Receipt of the City Engineer's Report for street construction on Webster Street from Oakdale Avenue to Elmwood Street, and establishment of March 26, 2013, at the City Council meeting, as the time and place to hold a public hearing of necessity.
- T. City Engineer's Report & Establishment of a Public Hearing - Fourth Street from Audubon Avenue to Griswold Street:**
Receipt of the City Engineer's Report for street reconstruction on Fourth Street from Audubon Avenue to Griswold Street, and establishment of March 26, 2013, at the City Council meeting, as the time and place to hold a public hearing of necessity.

8. PUBLIC HEARINGS.

9. OTHER BUSINESS.

- A. Revised Garbage Ordinance (Final Reading & Adoption):**
Final adoption of Ordinance No. 2013.01 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 health, safety and welfare of the citizens of the City of Jackson.
- B. Chapter 28, Adding Sec. 28-111 - Temporary Uses & Structures (Final Reading & Adoption):**
Final adoption of Ordinance No. 2013.02 amending Chapter 28 (Zoning), City Code, to add Section 28-111, which contains standards for temporary and seasonal uses; adding select definitions to Section 28-5, and amending Section 28-125(e).
- C. Chapter 16 - Temporary Uses and Structures (Final Reading & Adoption):**
Final adoption of Ordinance No. 2013.03 amending Chapter 16, City Code, to revise various sections of the Chapter affected by the addition of Section 28-111 to Chapter 28.

- D. **Oak Wilt Ordinance (Final Reading & Adoption):**
Final adoption of Ordinance No. 2013.04 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.
- E. **Temporary Use Fees Ordinance (Final Reading & Adoption):**
Final adoption of Ordinance No. 2013.05 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.

10. **NEW BUSINESS.**

- A. **Temporary Use Fee Resolution:**
Approve a resolution to establish fees for certain licenses.
- B. **Resolution Approving a Contract with MDOT - West Avenue-High Street to Michigan Avenue:**
Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for West Avenue pavement improvements from High Street to Michigan Avenue, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.
- C. **Resolution Approving a Contract with MDOT - Trail Street Railroad Crossing:**
Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the non-motorized pathway work of the Trail Street railroad crossing, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.
- D. **Private Lot Mowing Contract:**
Approve the private lot mowing contracts to Greener Solutions Lawn and Landscape, LLC, as the primary contractor with a bid amount of \$31,875.00, and to Alpha Omega Construction Company as the secondary contractor for May and June mowing work with a bid amount of \$44,275.00, and authorization for the Mayor and City Clerk to execute the appropriate documents.
- E. **Annual Delegation of School Inspection Authority:**
Authorize the Mayor to execute the Request for Annual Delegation of School Inspection Authority to a Local Unit of Government Enforcing Agency and other related documents, if any.

- F. Transfer of Property and Demolition Agreements:**
Approve eleven (11) Agreements regarding Transfer of Property and Demolition of Dangerous and Unsafe Structures, authorization for the Mayor to execute the Agreements, and accept quit claim deeds for conveyance of properties upon review and approval by the City Attorney's Office.
- G. Rehabilitation Contract – 619 W. Ganson St.:**
Approve the award of the rehabilitation contract for 619 W. Ganson Street to Concept Construction in the amount of \$35,179.00.
- H. Personnel Policy Amendment – Economic Development Director:**
Approve an amendment to the Personnel Policy Article VI – Unclassified Service and add the Class Title of Economic Development Director, Class Grade 15, and authorization for the City Manager to negotiate and set performance based incentives for this classification.
- I. Personnel Policy Amendment – Assistant to the City Manager:**
Approve an amendment to the Personnel Policy Article VI – Unclassified Service and add the Class Title of Assistant to the City Manager, Class Grade 13.
- J. Personnel Policy Amendment – Senior Civil Engineer:**
Amend the Personnel Policy Article VI-2A. - Unclassified Service to add the Class Title of Senior Civil Engineer, Class Grade 14.
- K. Personnel Policy Amendment – Records and Elections Coordinator**
Amend the Personnel Policy Article VI-2A. - Unclassified Service and add the Class Title of Records and Elections Coordinator, Class Grade 9.
- L. Parks, Recreation and Cemeteries Department Organizational Chart:**
Approve the Jackson Parks, Recreation, and Cemeteries Department organizational chart for 2013-2014 Fiscal Year.
- M. City Treasurer/Clerk's Office Organizational Chart:**
Approve the City Treasurer/Clerk's Office organizational chart for 2013-2014 Fiscal Year.
- N. City Treasurer/Clerk Position:**
Approve the Mayor and Vice Mayor's recommendation to appoint the City Treasurer as City Clerk for a one year period commencing April 1, 2013.
- O. 150 kW Photovoltaic Solar Energy System:**
Approve the issuance of a revised Request For Qualifications and Proposals (RFQP) for the design, installation, operation and lease of a 150 kW Photovoltaic Solar Energy System through the Consumers Energy EARP program.

P. Master Plan RFP:

Approve the Request for Proposal (RFP) for the Professional Services to assist the City with rewriting the Master Plan, and authorization for the City Planning Commission and staff to proceed with the selection process (City Planning Commission and staff recommends approval).

Q. Repeal of Medical Marihuana Moratorium Ordinance (First Reading):

First reading of an ordinance repealing Ordinance 2012.40, which created a temporary moratorium on the establishment of operations and the issuance of permits or licenses for operations that relate to either the cultivation, dispensing, or use of medical marihuana in the City of Jackson.

11. CITY COUNCILMEMBERS' COMMENTS.

12. MANAGER'S COMMENTS.

13. ADJOURNMENT.

JACKSON CITY COUNCIL MEETING

MINUTES

FEBRUARY 19, 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 Dobies.

ROLL CALL.

Present: Mayor Martin J. Griffin and Councilmembers Michelle L. Woods, Kimberly Jaquish, Daniel P. Greer, Laura Dwyer Schlecte, Andrew R. Frounfelker and Derek J. Dobies—7. Absent: 0.

Also present: City Manager Patrick Burtch, City Attorney Julius A. Giglio, City Clerk Lynn Fessel, Police Chief Matt Heins, City Assessor David Taylor, City Treasurer Andrew Wrozek and City Engineer Jon Dowling.

AGENDA.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt the agenda. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies--7. Nays: 0. Absent: 0.

CITIZEN COMMENTS.

The following spoke in opposition to the closing of medical marihuana dispensaries: Joe Cain, Mary Price, Marshall Friend, Matthew Craven, David Bristow, Steven Sharpe, Shannon Sterner, Jennifer Marsh, Vivian Curl, Donald Hanna, Matthew Friend, Terri Lee Hodroj, Crystal Snitchler (on behalf of David Barczak), Roger Maufort, Kerry Pickett, Brenda Lutz, G. Steve Green and John Knibloe.

George Mohring inquired about the revised garbage ordinance and how it would affect costs and sanitation.

Lane Montgomery inquired about the revised garbage ordinance, specifically the sections dealing with keeping recyclables on an enclosed porch, issuance of blight violations and competition. He inquired about the itinerate photographer license and spoke against the closing of medical marijuana dispensaries.

Gerald Montgomery stated his opinion on medical marijuana which is zero tolerance until the State “gets their stuff together.” He believes in competition for refuse hauling unless one company can prove they can provide service to the entire City at a reduced rate.

CONSENT CALENDAR.

Motion was made by Councilmember Dobies and seconded by Councilmember Greer to approve the following Consent Calendar. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

Consent Calendar

- A. MINUTES OF THE REGULAR MEETING OF FEBRUARY 5, 2013:**
Approve the minutes of the regular City Council meeting of February 5, 2013.
- B. MINUTES OF THE SPECIAL MEETING OF FEBRUARY 13, 2013:**
Approve the minutes of the special City Council meeting of 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 Financials 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.

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.

Motion was made by Councilmember Greer and seconded by Councilmember Jaquish to approve the ordinance and place it on the next regular Council meeting agenda for final adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Woods and Jaquish—2. Absent: 0.

Councilmember Dobies asked that the City Manager be directed to look into some of the concerns that were addressed tonight, such as recyclables on porches, blight violations and ensuring proper competition.

B. CITY COUNCIL VALUES & GOALS:

Adopt the proposed City Council Values and Goals.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Woods to adopt the Values & Goals. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

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.

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

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.)

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

Councilmembers Woods, Greer, Schlecte, Frounfelker and Dobies—6. Nays: Councilmember Jaquish—1. Absent: 0.

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 recommend approval.)

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

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.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

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.

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

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.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to approve the ordinance and place it on the next regular Council meeting agenda for final adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

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).

Motion was made by Councilmember Schlecte and seconded by Councilmember Woods to approve the Development Agreement. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

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, 2103).

Motion was made by Councilmember Jaquish and seconded by Councilmember Dobies to postpone consideration of this matter. The motion FAILED adoption by the following vote. Yeas: Mayor Griffin and Councilmembers Woods and Jaquish—3. Nays: Councilmembers Greer, Schlecte, Frounfelker and Dobies—4. Absent: 0.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Woods to refer the matter to the Medical Marihuana Work Group.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to amend the motion to allow the City Attorney to meet with the County Prosecutor. Councilmember Greer withdrew his motion.

The motion to refer was voted on and adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

Motion was made by Councilmember Greer and seconded by Councilmember Woods to direct the City Attorney to work with the County Prosecutor as necessary. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte—5. Nays: Councilmembers Frounfelker and Dobies—2. Absent: 0.

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.

Motion was made by Councilmember Dobies and seconded by Councilmember Greer to reject the bid submitted by Hunt Brothers Construction and award the contract to Synergy Construction Group. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

EXECUTIVE SESSION.

Executive Session to discuss pending litigation.

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to go into closed Executive session. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

RETURN TO OPEN SESSION.

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

ACTION TAKEN AFTER EXECUTIVE SESSION.

In the matter of Konieczki v City of Jackson, a motion was made by Councilmember Greer and seconded by Councilmember Woods to direct the City Attorney to proceed as discussed in Executive Session. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Woods, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

CITY COUNCILMEMBERS' COMMENTS.

Councilmember Greer, referred to Consent Calendar Item I – Receipt of a letter and Order of Dismissal regarding Voice of the People Media, stating that the case was dismissed with prejudice and cannot be brought up again.

Councilmember Schlecte welcomed Pack and Ship into the City with their second location at 1401 N. West Avenue. She also announced that she will hold a 4th Ward Neighborhood meeting at 6:00 p.m. on February 28 at 755 W. Franklin Street.

Councilmember Dobies thanked everyone who attended this evening's meeting.

MANAGER'S COMMENTS.

None.

ADJOURNMENT.

No further business being presented, the Mayor adjourned the meeting at 7:48 p.m.

Lynn Fessel
City Clerk



Jackson Downtown Development Authority

March 6, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Child Abuse Prevention Month Kick-off**

RECOMMENDATION: Approval of the request from Council for the Prevention of Child Abuse and Neglect to conduct their annual Child Abuse Prevention Month Kick-off at Austin Blair Memorial Park on Monday, April 1, 2013 at 12:00pm. Insurance approval has been granted by the City Attorney.

DEPARTMENTAL APPROVAL SUMMARY

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

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

Conditions and Considerations: None

Insurance Status: Approved

att: Special Event Application: **Child Abuse Prevention Month Kick-off**

JG/RR



CITY OF JACKSON
SPECIAL EVENT APPLICATION

City Clerk's Office * 161 W. Michigan Avenue * Jackson, MI 49201
(517) 788-4025

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

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

Sponsoring Organization's Legal Name: Council for the Prevention of Child Abuse & Neglect (CPCAN)

Organization Address: 606 Greenwood Place, Jackson 49203

Organization Agent: Wendy Gonzalez Title: Director

Phone: Work 517-788-4239 Home 734-433-2330 During event 734-352-7842

Agent's Address: 8885 Argonne, Gregory, MI 48137

Agent's E-Mail Address: wgonzalez@cpcan.net

Event Name: Child Abuse Prevention (CAP) Month Kick-off

Please give a brief description of the proposed special event: Community leaders and CPCAN supporters will gather to plant a prairie garden. A CPCAN banner displayed between two poles will be set up. A few short speeches will be made

Event Day(s) & Date(s): Monday 4/1/13 Event Time(s): noon

Set-Up Date & Time: Sunday 3/31/13 Tear-Down Date & Time: 5/1/13

Event Location: Governor Austin Blair Memorial Park

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

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

STREET CLOSURES: Start Date/ Time: _____ through Date/ Time: _____

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

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

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



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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 25+

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

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

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)
None

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

Similar to previous year's agreements - low impact, small risk

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

4/29/13
 Date

Wendy Gonzalez
 Signature of Sponsoring Organization's Agent

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



Jackson Downtown Development Authority

February 13, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Jackson Storyfest**

RECOMMENDATION: Approval of the request from Jackson Storyfest to conduct their annual Jackson Storyfest at 15 various sites in downtown Jackson on May 3, 2013 from 9:00 a.m. – 1:00 p.m. Insurance approval has been granted by the City Attorney.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$350
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$136
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$486

Conditions and Considerations:

Insurance Status: Approved

att: Special Event Application: Jackson Storyfest
Site locations via Map

JG/RR



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

Date Received By Clerk's Office: 1/11/13 Time: 9:30 a.m. By: RJR

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

Sponsoring Organization's Legal Name: Jackson Storyfest

Organization Address: P.O. Box 1839, Jackson, MI 49204

Organization Agent: Liz Raduazo Title: _____

Phone: Work (517) 768-5262 Home (517) 250-2891 During event (517) 250-2891

Agent's Address: 2202 Creglow Dr., Jackson MI 49203 Cell _____ (cell)

Agent's E-Mail Address: raduazoe@yahoo.com

Event Name: Jackson Storyfest

Please give a brief description of the proposed special event: Storyfest 2013 (26th year)

Will include one Senior session May 2 in the a.m. at The Assembly Church. On May 3, School sessions will be at 15 sites in the downtown. May 4 sessions will be for the public at Jackson High and the District Library
 Event Day(s) & Date(s): May 2, 3, 4 2013 Event Time(s): _____

Set-Up Date & Time: May 3: 9:00 a.m. to 1:00 p.m. Tear-Down Date & Time: 1:00 p.m.

Event Location: Michigan Theater, Jackson High, Jackson District Library and downtown Churches + City Hall

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 26

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

STREET CLOSURES: Start Date/ Time: N/A through Date/ Time: N/A

RESERVED PARKING: Are you requesting reserved parking? YES NO
 If yes, list the number of street spaces, City lots or locations where parking is requested:
May 3, 2013 School Bus Parking

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

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

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



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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? *May 3 School event approx. 5,000*

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

Children (School Classes)

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

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

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

We will need Police Department assistance, but we also use the JROTC and Public Safety students from Jackson area Career Center

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

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy or I am requesting that City Council waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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

1/10/2013

 Date

Elizabeth A. Raduago

 Signature of Sponsoring Organization's Agent

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



Jackson Downtown Development Authority

March 6, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Police Memorial**

RECOMMENDATION: Approval of the request from Jackson Police Department to conduct their annual Police Memorial at Bucky Harris Park on Wednesday, May 8, 2013 from 8:00 a.m. – 1:00pm. Insurance is provided by the City of Jackson.

DEPARTMENTAL APPROVAL SUMMARY

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

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

Conditions and Considerations: None

Insurance Status: Covered under the City of Jackson

att: Special Event Application: **Police Memorial**

JG/RR



CITY OF JACKSON
SPECIAL EVENT APPLICATION

City Clerk's Office * 161 W. Michigan Avenue * Jackson, MI 49201
(517) 788-4025

Date Received By Clerk's Office: 2/26/13 Time: _____ By: RSR

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

Sponsoring Organization's Legal Name: JACKSON POLICE DEPT

Organization Address: 216 E WASHINGTON AVE

Organization Agent: CHRIS SIMPSON Title: LIEUTENANT

Phone: Work 768-8721 Home _____ During event 206-3993

Agent's Address: SAME

Agent's E-Mail Address: CSIMPSON@CITYOFJACKSON.ORG

Event Name: POLICE MEMORIAL

Please give a brief description of the proposed special event: REMEMBERING LAW ENFORCEMENT THAT HAVE DIED IN THE LINE OF DUTY

Event Day(s) & Date(s): MAY 8, 2013 Event Time(s): 1200

Set-Up Date & Time: 5/8/13 0800 Tear-Down Date & Time: 5/8/13 1300

Event Location: BUCKY HARRIS PARK

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 15

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

STREET CLOSURES: Start Date/ Time: _____ through Date/ Time: _____

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

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

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



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

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

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

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

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

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

N/A

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

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

2/25/13
 Date

[Signature]
 Signature of Sponsoring Organization's Agent

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



Event Title: _____

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department have been met.

Police Dept.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Traffic Eng.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Dept. Pub. Serv.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

DDA: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Parks/Forestry: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Reason for disapproval: _____

Any special requirements/conditions:

Insurance / Indemnification Received: _____

Insurance Approved: _____

City Council Approved: _____ Denied: _____

Approval/ Denial Mailed: _____



CITY OF JACKSON
SPECIAL EVENT APPLICATION

City Clerk's Office * 161 W. Michigan Avenue * Jackson, MI 49201
(517) 788-4025

Date Received By Clerk's Office: 2/26/13 Time: _____ By: RSR

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

Sponsoring Organization's Legal Name: JACKSON POLICE DEPT

Organization Address: 216 E WASHINGTON AVE

Organization Agent: CHRIS SIMPSON Title: LIEUTENANT

Phone: Work 768-8721 Home _____ During event 206-3993

Agent's Address: SAME

Agent's E-Mail Address: CSIMPSON@CITYOFJACKSON.ORG

Event Name: POLICE MEMORIAL

Please give a brief description of the proposed special event: REMEMBERING LAW ENFORCEMENT THAT HAVE DIED IN THE LINE OF DUTY

Event Day(s) & Date(s): MAY 8, 2013 Event Time(s): 1200

Set-Up Date & Time: 5/8/13 0800 Tear-Down Date & Time: 5/8/13 1300

Event Location: BUCKY HARRIS PARK

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 15

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

STREET CLOSURES: Start Date/ Time: _____ through Date/ Time: _____

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

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

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



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

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

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

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

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

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

N/A

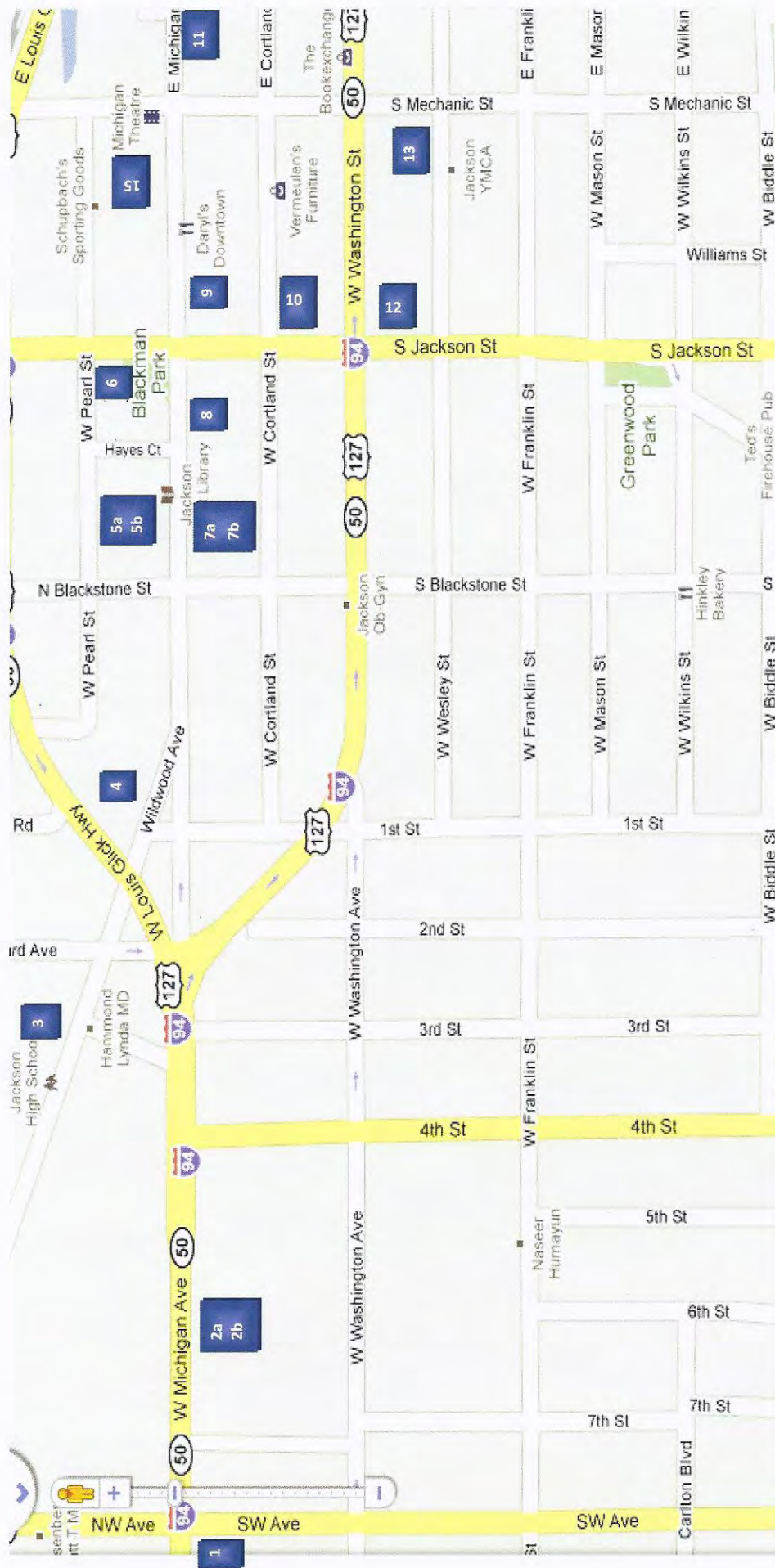
INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson as an additional insured party on the policy. A sponsor of a Low Hazard event may request that City Council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

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

2/25/13
 Date

[Signature]
 Signature of Sponsoring Organization's Agent

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



- 10 First Baptist Church – 210 S. Jackson
- 11 The Assembly – 141 E. Michigan or 140 Courtland
- 12 St. Paul's Episcopal Church – 309 S. Jackson
- 13 Trinity Lutheran Church – 122 W. Wesley
- 14a St. John's United Church of Christ – 801 S. Mechanic
- 14b St. John's United Church of Christ Social Hall
- 15 Michigan Theatre – 124 N. Mechanic

- 5b Jackson District Library, Early Learning Room
- 6 First Congregational Church – 120 N. Jackson
- 7a First United Methodist Church – 275 W. Michigan
- 7b First United Methodist Church Lower Level
- 8 Jackson Symphony Orchestra – 215 W. Michigan
- 9 City Council Chambers – 101 W. Michigan

- 1 Temple Beth Israel – 801 W. Michigan
- 2a First Presbyterian Church – 743 W. Michigan
- 2b First Presbyterian Church Lower Level
- 3 Jackson High School – 544 Wildwood
- 4 Christian Science Church – 416 Wildwood
- 5a Jackson District Library – 244 W. Michigan



CITY OF JACKSON
SPECIAL EVENT APPLICATION

City Clerk's Office * 161 W. Michigan Avenue * Jackson, MI 49201
(517) 788-4025

Date Received By Clerk's Office: 2/26/13 Time: _____ By: RSR

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

Sponsoring Organization's Legal Name: JACKSON POLICE DEPT

Organization Address: 216 E WASHINGTON AVE

Organization Agent: CHRIS SIMPSON Title: LIEUTENANT

Phone: Work 768-8721 Home _____ During event 206-3993

Agent's Address: SAME

Agent's E-Mail Address: CSIMPSON@CITYOFJACKSON.ORG

Event Name: POLICE MEMORIAL

Please give a brief description of the proposed special event: REMEMBERING LAW ENFORCEMENT THAT HAVE DIED IN THE LINE OF DUTY

Event Day(s) & Date(s): MAY 8, 2013 Event Time(s): 1200

Set-Up Date & Time: 5/8/13 0800 Tear-Down Date & Time: 5/8/13 1300

Event Location: BUCKY HARRIS PARK

ANNUAL EVENT: Is this event expected to occur next year? YES NO How many years has this event occurred? 15

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

STREET CLOSURES: Start Date/ Time: _____ through Date/ Time: _____

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

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

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



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

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

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

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

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

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

N/A

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

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

2/25/13
 Date

Signature of Sponsoring Organization's Agent

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



Jackson Downtown Development Authority

February 13, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Paws in the Park**

RECOMMENDATION: Approval of the request from Cascades Humane Society to conduct their annual Paws in the Park at Sparks Park on Saturday, June 1, 2013 from 8:00 a.m. – 1:00 p.m. Insurance approval has been granted by the City Attorney.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$100
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$100

Conditions and Considerations:

Insurance Status: Approved

att: Special Event Application: **Paws in the Park**

JG/RR

CITY OF JACKSON
SPECIAL EVENT APPLICATION

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

Date Received By DDA Office: 1/11/2013 Time: 10:30a.m. By: RJR

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

Sponsoring Organization's Legal Name: Cascades Humane Society

Organization Address: 1515 Carmen Drive Jackson, MI 49202

Organization Agent Melissa Woodhurst Title: Dir. of Development

Phone: (work) 787-7387 x29 Phone: (home) _____ Phone: (during the event) 262-2087

Agent's Address _____

Agent's E-Mail Address mwoodhurst@chopets.org

Event Name Paws in the Park

Please give a brief description of the proposed special event: Walk event to raise money for CHS. Event will have vendors, games, family activities, and DJ on Radio.

Event Day(s) & Date(s) Saturday, June 1 2013

Event Time(s) 10am-1pm

Set-Up Date & Time June 1 8am Tear-Down Date & Time 1pm on June 1

Event Location Sparks Park

ANNUAL EVENT: Is this event expected to occur next year? (circle one) YES NO

How many years has this event occurred? '00-'06, 2011, 2012

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

STREET CLOSURES: Start Date/Time _____ through Date/Time: _____

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

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

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

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

If yes, what time? _____ until _____

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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 500+

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

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

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

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

Streets DO NOT Need to be closed - Bob can you please call or email me regarding rest rooms!!
JPD - Mixel phone (?)
Officer Scarpino will be contacted for K9 demonstration & orange cones Thanks!!

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

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy.
A \$25 Special Event Application fee must be submitted along with this Special event Application.
All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.
The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.

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

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

January 3, 2013
Date

Melissa Woodhust
Signature of Sponsoring Organization's Agent

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



Jackson Downtown Development Authority

February 26, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Jackson County Rose Parade and Party in the Park**

RECOMMENDATION: Approval of the request from Jackson County Rose Festival, Inc. to conduct their annual Jackson County Rose Parade on city streets and Party in the Park, located in Ella Sharp Park. Both events take place on Sunday, June 2, 2013 from 8:00am-7:00pm. This event is contingent upon receipt of proper insurance coverage, as insurance company requires purchase of non-refundable special event insurance.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$700.00
Fire	x		\$500.00
Engineering	x		\$0
Public Works	x		\$2,370.00
Recreation	x		\$500.00
DDA	x		\$0
			<hr/>
			\$4,070.00

Conditions and Considerations:

Insurance Status: Pending

att: Special Event Application: Jackson County Rose Parade and Party in the Park
Parade Route
Party in the Park Map Detail

JG/RR

**CITY OF JACKSON
SPECIAL EVENT APPLICATION**

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

Date Received By DDA Office: 1/3/13 Time: _____ By: RSR

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

Sponsoring Organization's Legal Name: Jackson County Rose Festival, Inc.

Organization Address: PO Box 1865 Jackson 49204

Organization Agent Elizabeth Koepfgen/Paul Buss Title: Party in the Park Director/Rose Parade Director

Phone: (work) 734-591-1149/None Phone: (home) 517-596-2980/517-531-5314

Phone: (during the event) 734-269-8178/517-748-1414

Agent's Address 718 E Michigan Ave, Jackson MI 49201

Agent's E-Mail Address ekoepfgen06@gmail.com/pfbuss@gmail.com

Event Name 2013 Jackson County Rose Parade & Party in the Park (PITP)

Please give a brief description of the proposed special event: Free community, family focused event that begins with the parade and ends with a picnic at Ella Sharp Park with entertainment.

Event Day(s) & Date(s): Sunday, June 2, 2013

Event Time(s): Parade - 1 PM, PITP - immediately following the parade

Set-Up Date & Time: Parade - Sunday AM, PITP - Saturday PM Tear-Down Date & Time: Same day for parade; PITP Sunday 10am-7pm

Event Location Parade - Streets of Jackson leading to Parkside, PITP - Ella Sharp Park

ANNUAL EVENT: Is this event expected to occur next year? (circle one) **YES** **NO**
How many years has this event occurred? 55 years in 2013

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

STREET CLOSURES: Start Date/Time On separate attachment through Date/Time: Same

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

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

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

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

If yes, what time? _____ until _____

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

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

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.
Parade Entries – floats, bands, community organizations, non-profits, political entries, etc. Party in the Park – chicken BBQ, Planetarium programs, classic car showing of those in the parade, Fire truck pull (possible), and other activities not yet determined.

ATTENDANCE: What is the expected (estimated) attendance for this event? 5,000

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

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

If yes, how many? Parade – 7 Reg, 2 HCP, PITP - 8 Reg, 2 HCP

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

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)
Support at main cross streets (Morrell, High, Griswold, West Ave., Traffic Circle on Fourth) on parade route from city police. Would like to have the Forestry Dept. check parade route for low lying limbs prior to parade (maximum height of parade entries is 14') and ask the City Police & Fire Department be represented in the parade.

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

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy.

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

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

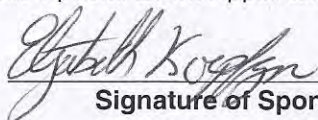
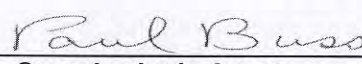
The approval of this special event may include additional requirements, limitations, or fees, based on the City's review of this application.

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

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

12/18/2013

Date

Signature of Sponsoring Organization's Agent

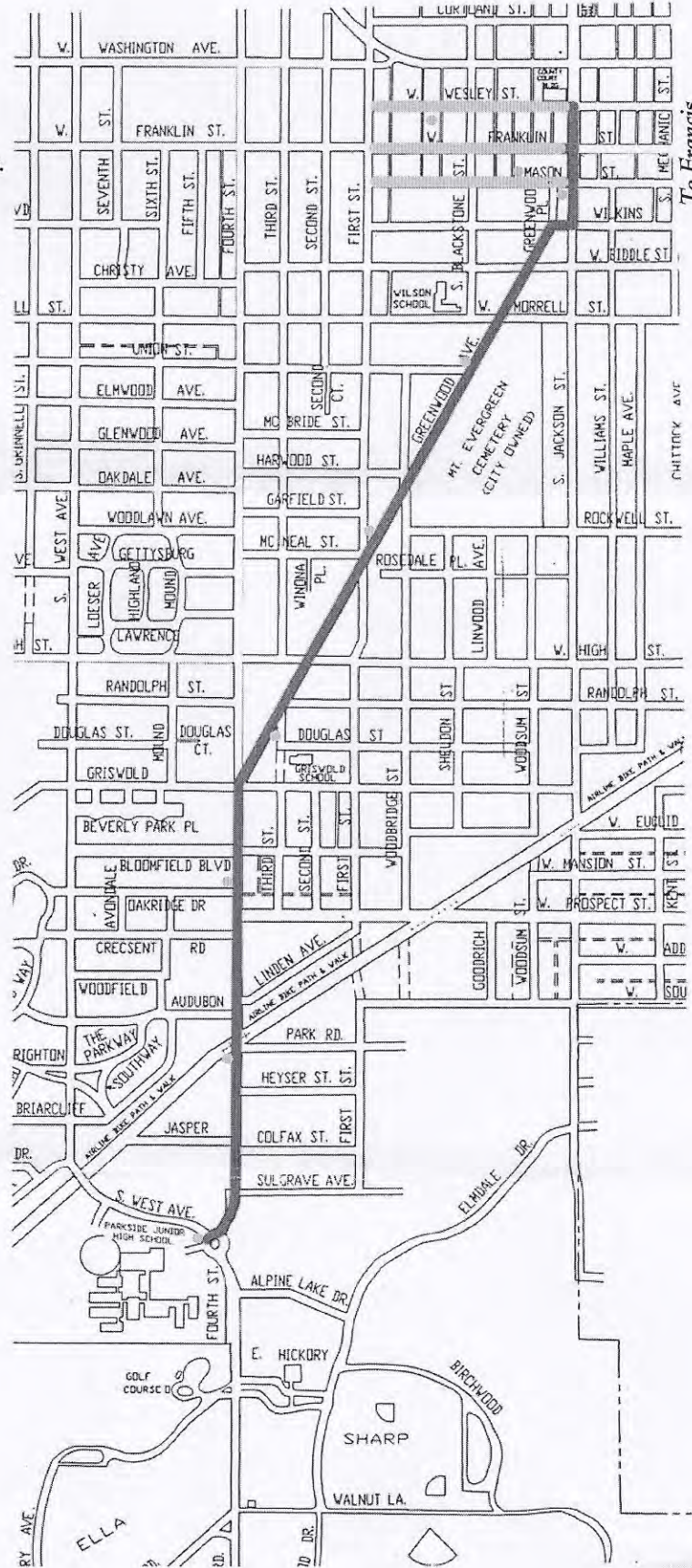
**RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:
DOWNTOWN DEVELOPMENT AUTHORITY**

— Parade Route
 Parade route is 1.8 miles.

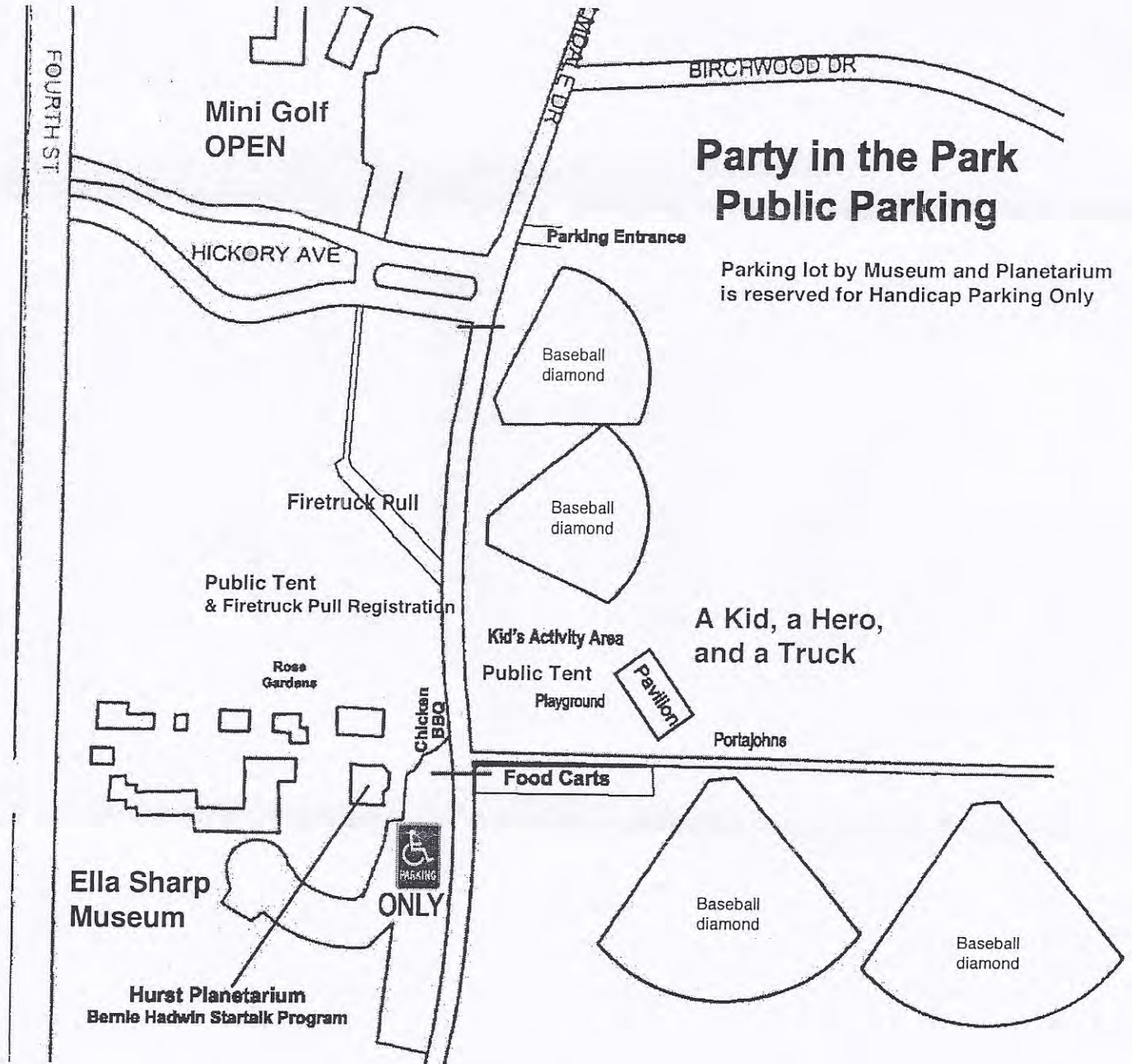
— Parade Staging

• Portable Rest Rooms

Parade route will end at the Middle School at Parkside parking lot. Areas will be roped off specifically for parade entries to park and will have monitors in lot.



ELLA SHARP PARK



— = Road Barricade -
NO vehicle access



Jackson Downtown Development Authority

February 13, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **June Public Paddle**

RECOMMENDATION: Approval of the request from GREAT (Grand River Environmental Action Team) to conduct their June Public Paddle from Vandercook Lake County Park to Ella Sharp Park on June 9, 2013 from 12:30p.m. - 4:00p.m. Insurance approval has been granted by the City Attorney.

DEPARTMENTAL APPROVAL SUMMARY

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

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

Conditions and Considerations:

- Rain date: June 16, 2013

Insurance Status: Approved

att: Special Event Application: **June Public Paddle**

JG/RR

CITY OF JACKSON
SPECIAL EVENT APPLICATION

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

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

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

Sponsoring Organization's Legal Name: Grand River Environmental Action Team **CGREAT**

Organization Address: P.O. Box 273, Jackson, MI 49204

Organization Agent Jim Seitz Title: Secretary

Phone: (work) 517 789-7492 Phone: (home) 517 795-8215 Phone: (during the event) 517 416 4234

Agent's Address 3705 W. Primitia LN, Jackson, MI 49201

Agent's E-Mail Address seitz.jim@gmail.com

Event Name June Public Paddle (Joint trip with Dahlen)

Please give a brief description of the proposed special event: Open to public in addition to CGREAT members to create awareness of the local environment and recreational opportunities. We will put in around 12:30 PM at Vandenberg Lake County Park and paddle to Ella Sharp Park to take out. Prior to put-in there will be a cookout at Vandenberg Lake. No charges to public or members. CGREAT has cones & flags for those who do not have their own boat.

Event Day(s) & Date(s) June 9, 2013 (Sunday)

Event Time(s) Put-IN 12:30 VCL; take out 3 to 4 PM Ella Sharp

Set-Up Date & Time NA Tear-Down Date & Time NA

Event Location take-out at Ella Sharp Park

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

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

STREET CLOSURES: Start Date/Time NA through Date/Time: NA

RESERVED PARKING: Are you requesting reserved parking? YES NO
If yes, list the number of street spaces, City lots or locations where parking is requested: 27 vehicles will be placed at Ella Sharp prior to put in at VCL (11AM to 4PM)

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

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

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

If yes, what time? _____ until _____

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 45-55 average

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

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

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

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

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

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

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

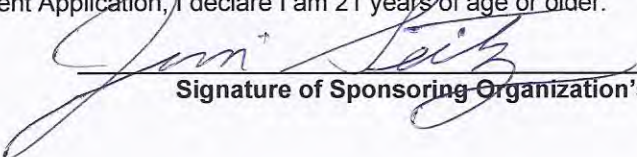
All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.

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

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

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

11/30/2013
Date


Signature of Sponsoring Organization's Agent

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



Jackson Downtown Development Authority

February 13, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **GREAT Grand River Clean-up**

RECOMMENDATION: Approval of the request from GREAT (Grand River Environmental Action Team) to conduct their annual Grand River Clean-up at the Consumers Energy Amphitheatre on Saturday, September 14, 2013 from 7:00 a.m. – 3:00 p.m. Insurance approval has been granted by the City Attorney.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$500
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$500

Conditions and Considerations:

- **Rain date: September 21, 2013**

Insurance Status: Approved

att: Special Event Application: **Grand River Clean-up**

JG/RR

CITY OF JACKSON
SPECIAL EVENT APPLICATION

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

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

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

Sponsoring Organization's Legal Name: Grand River Environmental Action Team (GREAT)

Organization Address: PO Box 223, Jackson, MI 49204

Organization Agent Jim Seitz Title: Secretary

Phone: ^{Home} 517 787-7442 Phone: ^{cell} 517 795-9215 Phone: (during the event) 517 416-4234

Agent's Address 3705 W. Primmilla Ln, Jackson, MI 49201

Agent's E-Mail Address seitz.jim@gmail.com

Event Name Annual Grand River Clean-up

Please give a brief description of the proposed special event: Objective to pick up as much man made debris in the Grand River from E. High St to north of Jean Past Portage River and possibly other areas in Summit/Leoni Twp. Removed trash will be placed at city bridges to be removed by City of Jackson DPL. Lions Park + Greene Park. Some participants will wade the river, walk bank, or paddle in canoes.

Event Day(s) & Date(s) Saturday, September 14, 2013

Event Time(s) 8:30 AM - 2:00 PM

Set-Up Date & Time 7 AM 9/14 Tear-Down Date & Time 3:00 PM 9/14

Event Location Staging Area: CMS Energy bandshell

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

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

STREET CLOSURES: Start Date/Time NA through Date/Time: NA

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

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

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

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

If yes, what time? _____ until _____

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

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

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

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO
If yes, how many? 1

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

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

DPW clean saw logs + debris blocking river passage
(let us know if not doing)

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

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

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

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

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

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

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

1/30/2013
Date

Jean Fort
Signature of Sponsoring Organization's Agent

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



Jackson Downtown Development Authority

March 4, 2013

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, Executive Director

SUBJECT: Special Event Application: **Summer Reading Kickoff**

RECOMMENDATION: Approval of the request from Jackson District Library to conduct their annual Summer Reading Kickoff at Jackson District library, Carnegie and in the street of W. Michigan Ave. between Blackstone and Hayes on Saturday, June 15, 2013 from 9:00am-5:00pm. Insurance approval has been granted by the City Attorney.

DEPARTMENTAL APPROVAL SUMMARY

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

Department	Approval	Denial	Economic Impact
Police	x		\$0
Fire	x		\$0
Engineering	x		\$0
Public Works	x		\$676.00
Recreation	x		\$0
DDA	x		\$0
			<hr/>
			\$676.00

Conditions and Considerations:

Insurance Status: Approved

att: Special Event Application: **Summer Reading Kickoff**
Street Closure Map

JG/RR

**CITY OF JACKSON
SPECIAL EVENT APPLICATION**

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

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

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

Sponsoring Organization's Legal Name: Jackson District Library

Organization Address: 244 W. Michigan Ave. Jackson MI 49201

Organization Agent Melissa Peters Title: Central Services Coordinator

Phone: (work) 788-4087 Phone: (home) 474-1324 Phone: (during the event) 788-4087

Agent's Address see library address above

Agent's E-Mail Address petersmm@myjdl.com

Event Name Summer Reading Kickoff

Please give a brief description of the proposed special event: _____

This is our 2nd annual district-wide Summer Reading Kickoff at the Carnegie Library. There will be free food and games and activities for all ages. In addition, we will have music by ProDJ Services.

Event Day(s) & Date(s) Saturday June 15, 2013

Event Time(s) 11:00 am to 3:00 pm

Set-Up Date & Time 6-15-13 9:00 am Tear-Down Date & Time 6-15-13 5:00 pm

Event Location Jackson District Library, Carnegie

ANNUAL EVENT: Is this event expected to occur next year? (circle one) **YES** **NO**

How many years has this event occurred? This will be our second year at Carnegie

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

STREET CLOSURES: Start Date/Time 6-15-13 9:00 am through Date/Time: 6-15-13 5:00 pm

RESERVED PARKING: Are you requesting reserved parking? **YES** **NO**

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

city parking lot at the corner of Blackstone and Michigan

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

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

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

If yes, what time? _____ until _____

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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 700+

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

REST ROOMS: Are you planning to provide portable rest rooms at the event? **YES** **NO**
If yes, how many? will use library restrooms

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

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)
We are requesting street closure of W. Michigan Avenue between Blackstone and Hayes, city parking lot closure for the lot at the corner of Blackstone and W. Michigan and the 16 foot portable stage from 9:00 am to 5:00 pm. The stage will be for ProDJ.

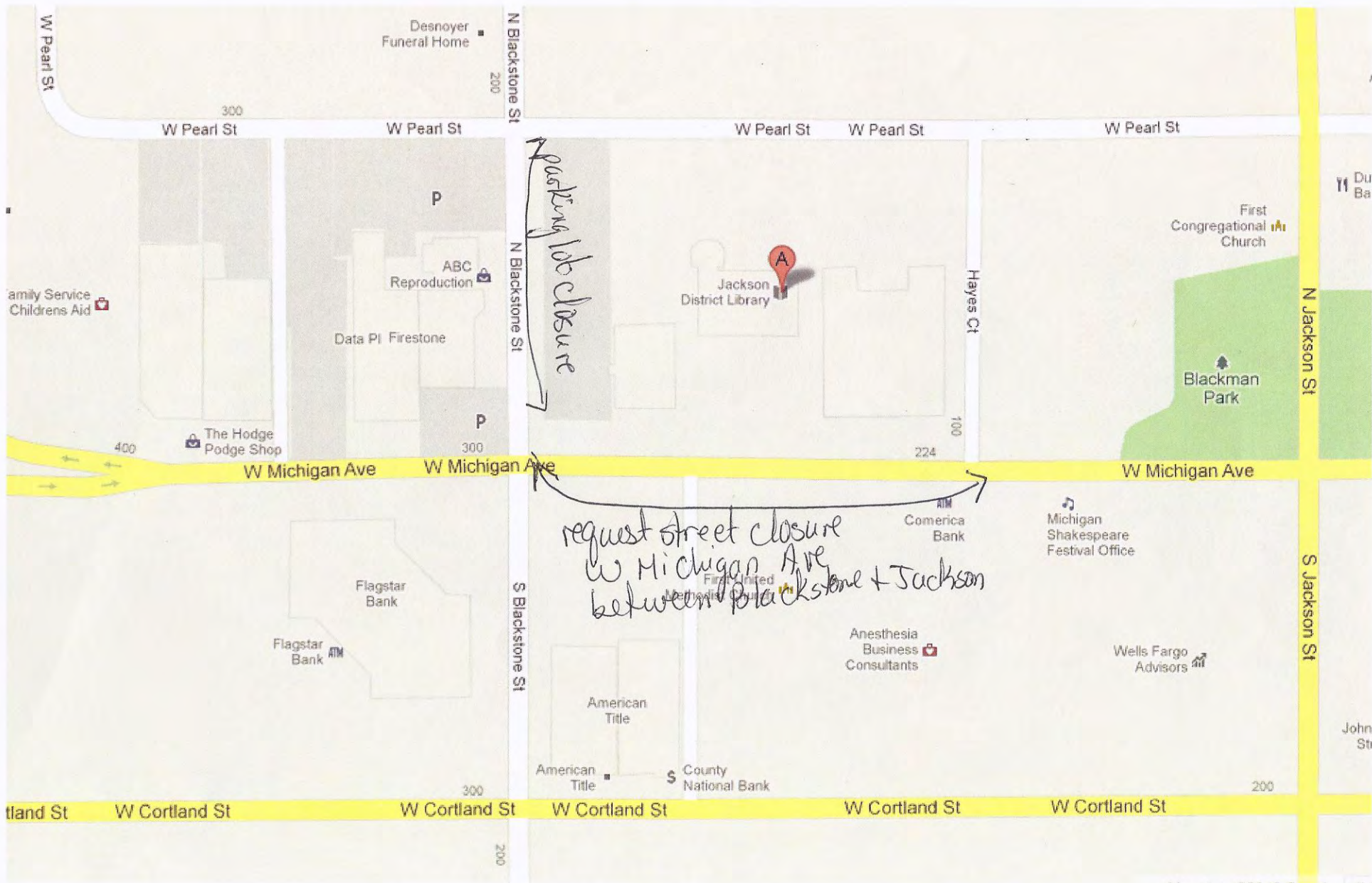
INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson and Downtown Development Authority as an additional insured party on the policy, for the specified event.

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

2/22/13
Date

Theresa Peters
Signature of Sponsoring Organization's Agent

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



Desnoyer Funeral Home

N Blackstone St 200

W Pearl St 300

P

ABC Reproduction

Data PI Firestone

P

The Hodge Podge Shop

300

Jackson District Library

Hayes Ct

First Congregational Church

Blackman Park

N Jackson St

W Michigan Ave 400

100

224

request street closure
W Michigan Ave
between Blackstone + Jackson

Comerica Bank

Michigan Shakespeare Festival Office

Flagstar Bank

Flagstar Bank ATM

S Blackstone St

American Title

American Title

County National Bank

Anesthesia Business Consultants

Wells Fargo Advisors

S Jackson St

John St

300

200

W Cortland St 200

CITY OF JACKSON



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

Office of Mayor
Martin J. Griffin

MICHIGAN

CITY COUNCIL MEETING
MARCH 12, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg/s*
DATE: March 7, 2013
SUBJECT: Local Officers Compensation Commission

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Michael G. Wilson to the Local Officers Compensation Commission for a seven-year term, beginning immediately, and ending February 28, 2020.

In accordance with Ordinance No. 287 passed on January 2, 1973, (MCLA 117.5(c)) seven members, all registered electors of the City, are appointed to seven-year staggered terms by the Mayor with City Council approval.

It is my desire, therefore, to reappoint Michael G. Wilson to the Local Officers Compensation Commission for a seven-year term, beginning immediately, and ending February 28, 2020.

MJG:skh

APP-CC



RECEIVED
FEB 13 2013

City of Jackson Board/Commission Application

Name: Michael G. Wilson

Address: 759 Beverly Park Place Zip: 49203

Home Phone: 783-4505 Other Phone: 788-1255

e-mail address: mgwilson531@yahoo.com Occupation: A Horney

Community Involvement/Activity

Mediator/Case Evaluator
JACKSON & ~~Franklin~~ ^{Eaton} Circuit Courts

Member - Jackson County Bar Assn.

Are you a registered voter? Yes Ward? 6th

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

1. LOCAL officers Compensation Comm. 2. _____

3. _____

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

I have served on this Commission since 2003

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Michael G. Wilson
Signature of Applicant

2-15-13
Date

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

CITY OF JACKSON



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

Office of Mayor
Martin J. Griffin

MICHIGAN

CITY COUNCIL MEETING March 12, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg*
DATE: March 7, 2013
SUBJECT: City of Jackson Building Authority

RECOMMENDATION:

Approve Mayor's recommendation to reappoint Philip Hones to the City of Jackson Building Authority for a three-year term, beginning July 1, 2013, and ending June 30, 2016.

In accordance with the resolution adopted by City Council on June 4, 1991, which established the Authority and authorized execution of its Articles of Incorporation. (MCLA 123.951) Article V of these Articles states there will be a three member Board of Commissioners elected by the Mayor subject to City Council confirmation. No member of the legislative body of the incorporating unit shall be eligible for membership or appointment. Commissioners shall serve three-year terms.

It is my desire, therefore, to recommend the reappointment of Philip Hones to the City of Jackson Building Authority for a three-year term, beginning July 1, 2013, and ending June 30, 2016.

MJG:skh

CITY OF JACKSON



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

Office of Mayor
Martin J. Griffin

MICHIGAN

CITY COUNCIL MEETING March 12, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *MJG*
DATE: March 7, 2013
SUBJECT: Local Development Finance Authority/Brownfield Redevelopment Authority

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Councilmembers Andrew Frounfelker and Daniel P. Greer to the Local Development Finance Authority/Brownfield Redevelopment Authority for a four-year term each, beginning June 4, 2013, and ending June 3, 2017.

In accordance with a Resolution adopted by the City Council on June 4, 1991, created by Authority, designated its boundaries and appointed members. (MCMLA 125.2152) Board consists of 11 members, seven appointed by the Mayor subject to City Council confirmation. Members serve four-year terms.

It is my desire, therefore, to reappoint Councilmembers Andrew Frounfelker and Daniel P. Greer to the Local Development Finance Authority/Brownfield Redevelopment Authority for a four-year term each, beginning June 4, 2013, and ending June 3, 2017.

MJG:skh

CITY OF JACKSON



Office of Mayor
Martin J. Griffin

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

MICHIGAN

CITY COUNCIL MEETING MARCH 12, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *mjg*
DATE: March 1, 2013
SUBJECT: Jackson Transportation Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint David S. TenBrink to the Jackson Transportation Authority for a three-year term, beginning March 2, 2013, and ending March 1, 2016.

In accordance with amended JTA Articles of Incorporation adopted on 2/15/99, Article IV (2)(c), the board shall consist of four (4) city of Jackson residents appointed by the Mayor and confirmed by City Council, who cannot be elected officers or employees of the City. Terms shall be for three (3) years and shall expire on March 1.

It is my desire, therefore, to appoint David S. TenBrink, to the Jackson Transportation Authority for a three-year term, beginning March 2, 2013, and ending March 1, 2016.

MJG:skh



Jackson Area Transportation Authority Indication of Interest Form For Open Board Position

The Jackson Area Transportation Authority Nominating Committee requests that interested persons complete the following information for consideration as an Appointee to Its Board:

NAME: Ten Brink Daniel S
Last First Middle Initial

HOME ADDRESS: 748 Crescent St. Jackson 49203
Street City Zip

TELEPHONE: 517.914.6605 scott@fitnesscouncil.org
Home, Work, Cell or Business (include area code) e-mail address

EMPLOYMENT: Fitness Council of Jackson Director 5
Current Employer Position Years

EDUCATION: Masters Urban & Regional Planning

COMMUNITY INVOLVEMENT:

Activity/Organization:	Length of Service:	Position(s) Held:
<u>Experience Jackson (cvb)</u>	<u>2 years</u>	<u>board member</u>
<u>Jackson Community Garden Network</u>	<u>4 years</u>	<u>member</u>
<u>Health Improvement Organization</u>	<u>3 years</u>	<u>Action Team Leader</u>

PLEASE INDICATE WHY YOU ARE REQUESTING APPOINTMENT TO THIS BOARD:
Interested in improving service and better integration with other transportation modes. Motivated by new multi-modal station plans and public transits role in place making

REFERENCES:

Name	Address	Phone Number	Relationship
<u>Laura Schlecte</u>	<u>City Council</u>	<u>734-660-4260</u>	<u>Partner/work</u>
<u>Monica Moser</u>	<u>Jackson Community Foundation</u>	<u>787-1321</u>	<u>Previous board president</u>
<u>Lesia Pukaark</u>	<u>DisAbility Connections</u>	<u>Partner/work</u>	<u>782-6054</u>

[Signature] 1/23/13
Signature Date

Submission of this form does not constitute acceptance as a member of the board. All Indication of Interest applications will be handled according to the Nominating Committee Process (available upon request).

January 25, 2013

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

RECEIVED
JAN 28 2013

Dear Council Members,

On behalf of the JATA Board of Directors, I am pleased to submit to you the names of Robert Cole and Scott TenBrink for your advice and consent to their selection to be a member of the JATA Board of Directors. As you know, Bob is currently serving on the Board and his term is up for renewal. David S. (Scott) TenBrink is a new selection to replace Dave Mikelonis who chose not to be a candidate. I am also enclosing a copy of Scott's Indication of Interest form which includes information about him for your consideration.

Regarding the formalities of the process, you may recall that the Articles of Incorporation and bylaws of JATA provide that JATA will send to you the names of individuals nominated for selection to the Board of Directors. Your approval of the selection can occur in one of two forms: (1) a timely, written affirmative notification that your board confirms the selection of the candidate or (2) in the absence of any action by the City Council, the approval will be automatic.

If you object to the selection of Bob or Scott, you may file a timely, written objection to either or both of them. You may also include in the notice of objection your board's own nomination of a different individual(s) to serve as a Board member. The nominee must be a registered voter in Jackson County and at least 18 years of age.

The deadline for a response from your board is March 15, 2013. The new term for Bob and Scott will begin on April 1, 2013 for a 3-year term ending March 31, 2016.

Please contact me if there are any questions concerning this procedure or the nominee.

Sincerely,



Philip Mbilanen
President
517-745-1064 cell

cc: Robert Cole

CITY OF JACKSON



Office of Mayor
Martin J. Griffin

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

MICHIGAN

CITY COUNCIL MEETING MARCH 12, 2013

MEMO TO: City Councilmembers
FROM: Martin J. Griffin, Mayor *MJG*
DATE: March 5, 2013
SUBJECT: May City Council Meeting Dates

RECOMMENDATION:

Approve the Mayor's recommendation to schedule May 2013 City Council meeting dates at 6:30 p.m., for May 7, May 21, and May 28, 2013, and cancel the scheduled May 14, 2013, meeting date.

In anticipation of the FY 2013-2014 budget process, I recommend that the City Council meet on the following dates at 6:30 p.m.: May 7, May 21, and May 28, 2013, and cancel the May 14, 2013 meeting date. By scheduling these date, this will give the City Council time to thoroughly review and approve the FY 2013-2014 budget by the required date.

Your consideration and approval is appreciated.

MJG:skh




CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
March 12, 2012

DATE: February 27, 2012

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Lynn Fessel, City Clerk 

SUBJECT: LOCC Recommendation – Mayor and City Council

CONSIDERATION OF A RECOMMENDATION FROM THE LOCAL OFFICERS COMPENSATION COMMISSION (LOCC) THAT THE ANNUAL SALARY OF THE MAYOR BE INCREASED BY \$1,000 IN 2013 AND INCREASED AN ADDITIONAL \$1,000 IN 2014, AND THAT THE ANNUAL SALARY OF COUNCILMEMBERS BE INCREASED BY \$750 IN 2013 AND INCREASED AN ADDITIONAL \$750 IN 2014.

Attached please find the LOCC recommendation for salaries for the Mayor and City Councilmembers. These salaries will become effective unless rejected by a two-thirds vote of the City Council, within thirty (30) days of filing with the City Clerk's office. The filing date was February 19, 2013.

C: City Manager



City of Jackson

161 W. Michigan Ave. • Jackson, MI 49201-1303
(517) 788-4000 • Facsimile (517) 788-4630

MEMORANDUM February 27, 2013

TO: Lynn Fessel, City Clerk
FROM: Local Officers Compensation Commission
RE: Elected Officials Salary Recommendation – Mayor and City Council

Madam Clerk:

The Local Officers Compensation Commission (LOCC) met on February 14, 2013 to conduct the required biennial review of salaries for local elected officials. After consideration and discussion (see below), the LOCC made a recommendation.

No raises were given to the Mayor or City Council in 2007. A \$350 increase for the Mayor and a \$250 increase for the City Council was given in 2008. No raises were given to the Mayor or City Council in 2009 or 2010. The Mayor's salary was decreased by \$600 in 2011 and no raise was given in 2012. The City Council's salary was decreased by \$400 in 2011 and no raise was given in 2012.

This year the LOCC recommends the following:

Since the Mayor and the City Council members are being compensated less than they were receiving in 2006 for their time and talent, the LOCC recommends that the current salary of the Mayor be increased by \$1,000 in 2013 and increased an additional \$1,000 in 2014, and the City Council members be increased by \$750 in 2013 and increased an additional \$750 in 2014.

These salaries will become effective, unless rejected by a two-thirds vote of the City Council, within thirty (30) days of filing with your office. Accordingly, please place this item on the next available City Council Agenda.

Respectfully submitted,

Diane Cerqueira
Chair, LOCC

cc: Mayor and City Council
Patrick H. Burtch, City Manager
Julius A. Giglio, City Attorney
LOCC Members

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CITY OF JACKSON

FEB 27 2013

CLERK'S OFFICE

Revised

Original 2/19/13



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
March 12, 2012

DATE: February 26, 2012

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Lynn Fessel, City Clerk *Lynn*

SUBJECT: LOCC Recommendation

CONSIDERATION OF A RECOMMENDATION FROM THE LOCAL OFFICERS COMPENSATION COMMISSION (LOCC) THAT THE ANNUAL SALARY OF THE CITY TREASURER BE INCREASED \$4,000 FOR 2013 AND AN ADDITIONAL INCREASE OF \$4,000 FOR 2014.

Attached please find the LOCC recommendation for the salary of the City Treasurer. This salary will become effective unless rejected by a two-thirds vote of the City Council, within thirty (30) days of filing with the City Clerk's office. The filing date was February 19, 2013.

C: City Manager
City Treasurer



City of Jackson

161 W. Michigan Ave. • Jackson, MI 49201-1303
(517) 788-4000 • Facsimile (517) 788-4630

MEMORANDUM
February 19, 2013

TO: Lynn Fessel, City Clerk
FROM: Local Officers Compensation Commission
RE: Elected Officials Salary Recommendation – Treasurer

Madam Clerk:

The Local Officers Compensation Commission (LOCC) met on February 14, 2013 to conduct the required biennial review of salaries for local elected officials. After consideration and discussion (see below), the LOCC made a recommendation.

The Treasurer's position received a 3% raise in 2009 and 3% in 2010, however, the \$4,800.00 yearly car allowance the Treasurer used to receive was eliminated, thereby more than negating the raise in income the LOCC recommend for this position.

The Treasurer, at his request, did not receive a raise in 2011 or 2012.

This year the LOCC recommends the following:

Since the Treasurer, who is also the Income Tax Administrator, has not had a raise in income since 2008, the LOCC recommends an increase of \$4,000 for 2013 and an additional increase of \$4,000 for 2014.

The salary will become effective, unless rejected by a two-thirds vote of the City Council, within thirty (30) days of filing with your office. Accordingly, please place this item on the next available City Council Agenda.

Respectfully submitted,


Diane Cerqueira
Chair, LOCC

cc: Mayor and City Council
Patrick H. Burtch, City Manager
Andrew Wrozek, City Treasurer/Income Tax Administrator
Julius A. Giglio, City Attorney
LOCC Members

RECEIVED
CITY of JACKSON
FEB 19 2013
CLERK'S OFFICE

BY 4:16 PM



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 March 12, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Request to Approve Traffic Control Orders 2142 and 2143

RECOMMENDATION: Approval of Traffic Control Orders 2142 and 2143 for traffic control on Woodruff Place at its approaches to Ganson Street and Trail Street.

As a matter of housekeeping, Traffic Control Orders are being put in place for traffic control on Woodruff Place at its approaches to Ganson Street and Trail Street.

- TCO 2142: Northbound traffic on Woodruff Place shall be required to stop prior to entering the intersection at Ganson Street.
- TCO 2143: Southbound traffic on Woodruff Place shall be required to stop prior to entering the intersection at Trail Street.

It is the recommendation of Engineering that Traffic Control Orders 2142 and 2143 be approved. If you have any questions please do not hesitate to contact us.

JHD/sms

C: Bob Dietz, Parking Manager/Engineering Assistant
Matt Heins, Chief of Police

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order 2142

LOCATION: Woodruff Place at Ganson Street

DATE: March 1, 2013

ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create TCO for the traffic control on Woodruff Place at its approach to Ganson Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Northbound traffic on Woodruff Place shall be required to stop prior to entering the intersection at Ganson Street.

APPROVED **REJECTED**

DATE:

BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop

DATE:

TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

Posts

Stop

Time Limit

No Parking

Loading Zone

One Way

Yield

Paint

Other

ASSIGNMENT COMPLETED

DATE:

BY: Sign Shop

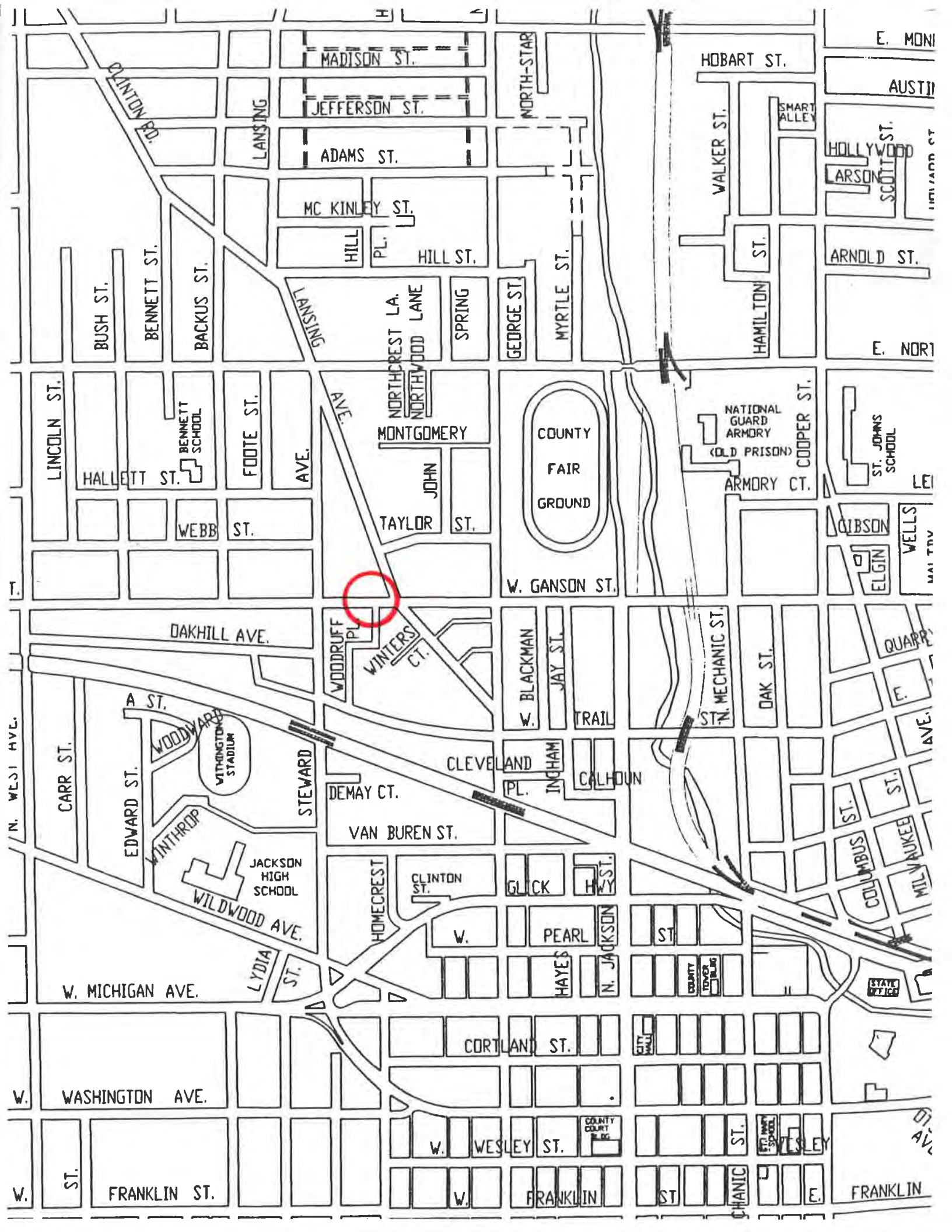
WORK INSPECTED

REMARKS:

DATE:

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

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



CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order 2143

LOCATION: Woodruff Place at Trail Street

DATE: March 1, 2013

ASSIGNED TO:

TCO DESCRIPTION

As a matter of housekeeping create TCO for the traffic control on Woodruff Place at its approach to Trail Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Southbound traffic on Woodruff Place shall be required to stop prior to entering the intersection at Trail Street.

APPROVED **REJECTED**

DATE:

BY CITY COUNCIL

WORK ASSIGNMENT: To Sign Shop

DATE:

TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No Parking Loading Zone One Way Yield Paint Other

ASSIGNMENT COMPLETED

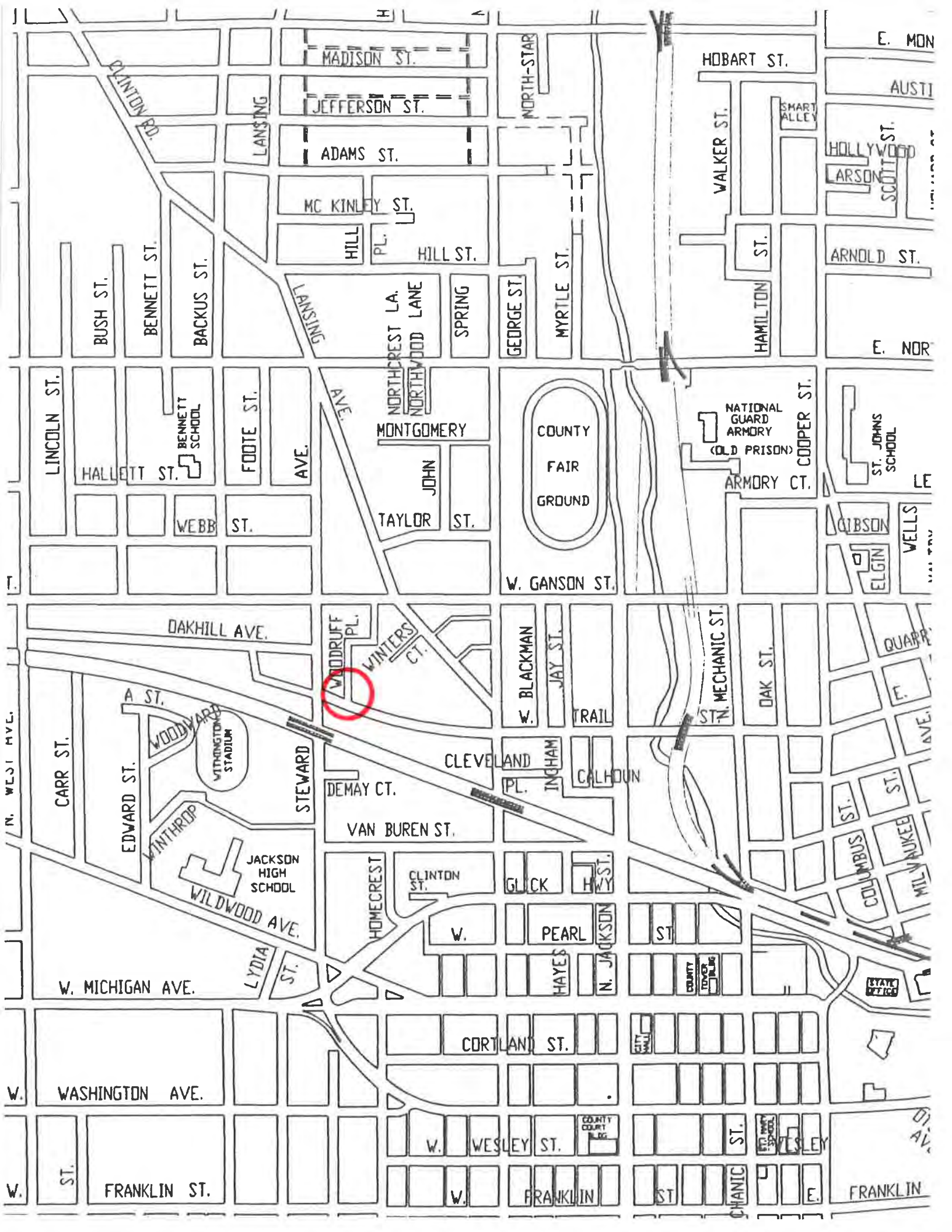
DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

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

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



MADISON ST.

JEFFERSON ST.

ADAMS ST.

MC KINLEY ST.

HILL PL.

HILL ST.

LANSING

NORTHEAST LA. NORTHWOOD LANE

SPRING

GEORGE ST.

MYRTLE ST.

HOBART ST.

WALKER ST.

HAMILTON ST.

E. MON

AUSTI

HOLLYWOOD

ARSON

SCOTT ST.

ARNOLD ST.

E. NOR

ST. JOHNS SCHOOL

LINCOLN ST.

BUSH ST.

BENNETT ST.

BACKUS ST.

BENNETT SCHOOL

FOOTE ST.

AVE.

MONTGOMERY

JOHN

TAYLOR

ST.

COUNTY FAIR GROUND

NATIONAL GUARD ARMORY

(OLD PRISON)

ARMORY CT.

COOPER ST.

GIBSON

WELLS

W. GANSON ST.

DAKHILL AVE.

WOODRUFF PL.

WINTERS CT.

W. BLACKMAN

JAY ST.

TRAIL

ST. MECHANIC ST.

DAK ST.

QUARR

CARR ST.

EDWARD ST.

A ST.

WOODWARD STADIUM

STEWART

DEMAY CT.

CLEVELAND

INGHAM

CALHOUN

VAN BUREN ST.

WINTHROP

WILWOOD AVE.

LYDIA ST.

HOMECREST

CLINTON ST.

GLUCK

HWY

W.

PEARL

ST

W. MICHIGAN AVE.

COUNTY TOWER

JUDG

COLUMBUS ST.

ST.

MILWAUKEE

STATE OFFICE

WASHINGTON AVE.

CORTLAND ST.

W. WESLEY ST.

FRANKLIN ST.

W.

FRANKLIN

ST

MECHANIC ST.

WESLEY

FRANKLIN



Neighborhood & Economic Operations

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Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING March 12, 2013

TO: Honorable Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Manager
SUBJECT: CDBG and HOME Financial Summaries through February 28, 2013

RECOMMENDATION

To accept and place on file the CDBG and HOME Financial Summaries through February 28, 2013.

Attached please find the Financial Summaries for the CDBG and HOME funds for the eight months ended February 28, 2013.

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

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eight Months Ended February 28, 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	14,033	77,073	183,944	21,056	89.7%
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	-	36,555	184,634	184,634	350,366	34.5%
6 City Attorney Office							
FY 2011/2012	29,000	22,663	-	6,337	29,000	-	100.0%
FY 2012/2013	52,000	-	-	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	-	3,093	25,578	25,578	78,422	24.6%
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	-	60	927	927	73	92.7%
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	6,759	56,047	62,354	43,646	58.8%
18 Homewild - Ellery to Edgewood (FY 2011/2012)	119,000	7,546	10,301	75,117	82,663	36,337	69.5%
19 Special Assessments (FY 2011/2012)	25,000	-	-	-	-	25,000	0.0%
<u>Other Projects</u>							
20 Sidewalk Replacement	5,000	-	-	-	-	5,000	0.0%
21 Public Works - curb ramps							
FY 2011/2012	10,000	1,714	-	-	1,714	8,286	17.1%
FY 2012/2013	10,000	-	-	-	-	10,000	0.0%
<u>Economic Development</u>							
22 Job Creation Loans (FY 2010/2011)	50,000	-	-	-	-	50,000	0.0%
<u>Public Improvements</u>							
23 Demolition Engineering - 212 W Mich (FY 2010/2011)	38,000	-	-	-	-	38,000 *	0.0%
24 Demolition - Neighborhood Economic Stabilization	494,924	-	-	303,585	303,585	191,339	61.3%

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

* Funds identified for future reallocation

S:\Finance\Reports\2012-2013\CDBG Financial Summary\[2012-2013.xls]CDBG

**City of Jackson
HOME
Monthly Financial Summary
For the Eight Months Ended February 28, 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	-	3,297	31,741	31,741	152,650	17.2%
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	2,928	5,928	26,293	13,707	65.7%
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	-	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	-	62,521	181,941	58,059	75.8%



Neighborhood & Economic Operations

Building a Stronger Jackson

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Code Enforcement
(517) 788-4060

Engineering
(517) 788-4160

Planning & Economic Development
(517) 768-6433

CITY COUNCIL MEETING March 12, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Engineer's Report for Webster Street Construction- Oakdale Avenue to Elmwood Street

RECOMMENDATION: Receive the Engineer's Report for street construction on Webster Street from Oakdale Avenue to Elmwood Street and Establishment of March 26, 2013, at the City Council meeting, as the time and place to hold a public hearing of necessity.

The Department of Neighborhood and Economic Operations - Engineering requests that City Council establish a public hearing of necessity to be held March 26, 2013, for street reconstruction on Webster Street from Oakdale Avenue to Elmwood Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Engineering records show that Webster Street was constructed in 1949 with asphalt pavement and concrete curb and gutter. In 1981, the surface was treated with a chip seal. The pavement has deteriorated with significant cracking over the entire surface and potholes throughout. In the best locations, the curb and gutter is flat. In various other locations, the curb and gutter sags. This contributes to poor drainage and results in standing water and the deposition of sediments and debris in the gutter pan. The attached photos show the current street conditions.

Engineering proposes concrete curb and gutter replacement and full depth pavement replacement with new aggregate base and asphalt pavement throughout the entire project area. The antiquated cast iron water main within the project area, constructed in approximately 1926, will be replaced in conjunction with street construction. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood. The existing vitrified clay sanitary sewer, constructed in 1928, will be replaced with PVC pipe in conjunction with street construction as it is cracked throughout and contains many offset joints and holes.

Estimated project costs and funding are as follows:

Local Street Funds	\$114,000.00
Street Construction Assessments	\$66,706.28
Water Funds	\$63,000.00
Sewer Funds	<u>\$81,700.00</u>
Total Project Cost	\$325,406.28

The established individual assessment information has been reviewed by the City Assessor and includes corner lot benefits where applicable. According to the City Code, the City Assessor determines if corner lot benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted by resolution on February 05, 2013, and on the highest individual assessments for this project, the number of annual installment periods will be ten.

TRW:sms

c: Dave Taylor, City Assessor
Lynn Fessel, City Clerk
Troy R. White, P.E., Civil Engineer III



Photo 1: Facing south from Elmwood



Photo 2: Curb west side facing north from Oakdale



Photo 3: Facing north from Oakdale



Photo 4: East curb south of Elmwood

PROJECT LIMITS

ELMWOOD AVENUE

66'

1014 S WEBSTER ST JACKSON, MI 49203	3-1370 \$2524.28	R-1 44'	44'	R-1	3-1347 \$2524.28	1015 S WEBSTER ST JACKSON, MI 49203
1016 S WEBSTER ST JACKSON, MI 49203	3-1369 \$2524.28	R-1 44'	44'	R-1	3-1348 \$2524.28	1017 S WEBSTER ST JACKSON, MI 49203
1018 S WEBSTER ST JACKSON, MI 49203	3-1368 \$2524.28	R-1 44'	44'	R-1	3-1349 \$2524.28	1019 S WEBSTER ST JACKSON, MI 49203
1022 S WEBSTER ST JACKSON, MI 49203	3-1367 \$2524.28	R-1 44'	44'	R-1	3-1350 \$2524.28	1021 S WEBSTER ST JACKSON, MI 49203
1024 S WEBSTER ST JACKSON, MI 49203	3-1366 \$2524.28	R-1 44'	44'	R-1	3-1351 \$2524.28	1025 S WEBSTER ST JACKSON, MI 49203
1026 S WEBSTER ST JACKSON, MI 49203	3-1365 \$4417.49	R-1 77'	77'	R-1	3-1352 \$4417.49	1027 S WEBSTER ST JACKSON, MI 49203
1028 S WEBSTER ST JACKSON, MI 49203	3-1364 \$4417.49	R-1 77'	77'	R-1	3-1353 \$4417.49	1029 S WEBSTER ST JACKSON, MI 49203
1030 S WEBSTER ST JACKSON, MI 49203	3-1363 \$2524.28	R-1 44'	44'	R-1	3-1354 \$2524.28	1031 S WEBSTER ST JACKSON, MI 49203
1032 S WEBSTER ST JACKSON, MI 49203	3-1362 \$2524.28	R-1 44'	44'	R-1	3-1355 \$1075.00	1031 S WEBSTER ST JACKSON, MI 49203
1034 S WEBSTER ST JACKSON, MI 49203	3-1360 \$3786.42	R-1 66'	44'	R-1	3-1356 \$2524.28	1035 S WEBSTER ST JACKSON, MI 49203
1038 S WEBSTER ST JACKSON, MI 49203	3-1359 \$3786.42	R-1 66'	44'	R-1	3-1357 \$2524.28	1037 S WEBSTER ST JACKSON, MI 49203
			44'	R-1	3-1358 \$2524.28	914 OAKDALE AVE JACKSON, MI 49203

OAKDALE AVENUE

66'

PROJECT LIMITS



SCALE:	1" = 100'
DATE:	2/25/2013
DRAWN BY:	DJD
CITY OF JACKSON DEPARTMENT NEIGHBORHOOD AND ECONOMIC OPERATIONS	

ASSESSMENT MAP FOR WEBSTER STREET RECONSTRUCTION FROM OAKDALE TO ELMWOOD PAGE 1 OF 1



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CITY COUNCIL MEETING March 12, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Engineer's Report for Fourth Street Reconstruction- Audubon Avenue to Griswold Street

RECOMMENDATION: Receive the Engineer's Report for street reconstruction on Fourth Street from Audubon Avenue to Griswold Street and establishment of March 26, 2013, at the City Council meeting as the time and place to hold a public hearing of necessity.

The Department of Neighborhood and Economic Operations - Engineering requests that City Council establish a public hearing of necessity to be held March 26, 2013, for street reconstruction on Fourth Street from Audubon Avenue to Griswold Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Engineering records show that Fourth Street was constructed in 1916 with asphalt over concrete composite pavement and concrete curb and gutter. In 1996, the surface of Fourth Street between Linden and Griswold was milled and overlaid in conjunction with a sanitary sewer replacement project. This section was chipsealed in 1999. Major pothole repairs with a mill were performed in 2009. The 106 foot section of Fourth Street between Audubon and Linden was reconstructed with new curb and gutter in 1983, chipsealed in 1999 and cracksealed in 2002.

The existing pavement has deteriorated with cracking and potholes throughout. The curb between Linden and Griswold is also deteriorated and broken. At various locations, it has deteriorated to the point that the curb head no longer exists. This, combined with an overlaid gutter pan, contributes to poor drainage. At various intersections within the proposed project area, sidewalk ramps do not exist. At intersections where they do exist, they are inadequate by today's standards and service expectations. The attached photos show the current street conditions.

Engineering proposes concrete curb and gutter replacement and full depth pavement replacement with new aggregate base and asphalt pavement throughout the entire project area. The antiquated cast iron water main within the project area, constructed before or with the original street, will be replaced in conjunction with street construction. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood.

Estimated project costs and funding are as follows:

MDOT/FHWA Funds	\$536,500.00
Major Street Funds	\$148,500.00
Street Construction Assessments	\$101,994.51
Water Funds	<u>\$249,800.00</u>
Total Project Cost	\$1,036,794.57

The established individual assessment information has been reviewed by the City Assessor and includes corner lot benefits where applicable. According to the City Code, the City Assessor determines if corner lot benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted by resolution on February 05, 2013, and on the highest individual assessments for this project, the number of annual installment periods will be ten.

TRW:sms

c: Dave Taylor, City Assessor
Lynn Fessel, City Clerk
Troy R. White, P.E., Civil Engineer III



Photo 1: Facing north from Audubon Avenue



Photo 2: East side curb north of Linden



Photo 3: Facing north from north of Linden



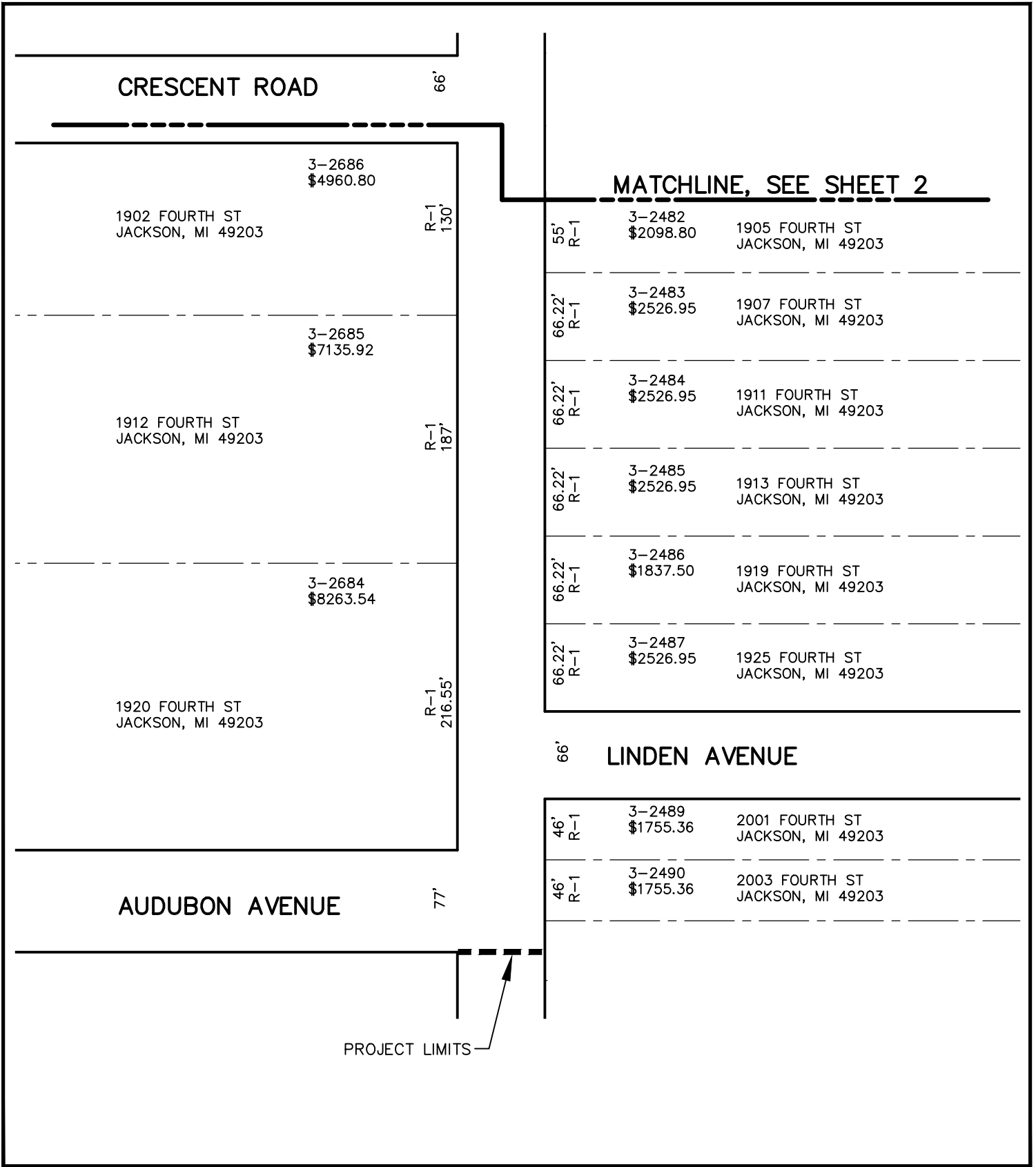
Photo 4: Facing north from Prospect



Photo 5: East side curb south of Griswold



Photo 6: Facing south from Griswold



	SCALE: 1" = 100'	ASSESSMENT MAP FOR FOURTH STREET RECONSTRUCTION FROM GRISWOLD TO AUDUBON PAGE 1 OF 3
	DATE: 2/25/2013	
	DRAWN BY: DJD	
	CITY OF JACKSON DEPARTMENT NEIGHBORHOOD AND ECONOMIC OPERATIONS	

BLOOMFIELD BOULEVARD 99'

3-2688
\$0.00
(CITY OWNED)
BLOOMFIELD BLVD
JACKSON, MI 49203
R-1 115.5'

3-2682
\$2633.64
1708 FOURTH ST
JACKSON, MI 49203
R-1 69'

3-2725
\$2518.56
1714 FOURTH ST
JACKSON, MI 49203
R-1 66'

OAKRIDGE DRIVE 66'

3-2763
\$3373.92
705 OAKRIDGE DR
JACKSON, MI 49203
R-1 132'

3-2683
\$5037.12
1812 FOURTH ST
JACKSON, MI 49203
R-1 132'

CRESCENT ROAD 66'

66' MATCHLINE, SEE SHEET 3

47' R-1 3-2458 \$1793.52 1701 FOURTH ST JACKSON, MI 49203

29' R-1 3-2457 \$500.00 FOURTH ST JACKSON, MI 49203

65' R-1 3-2456 \$3937.50 1705 FOURTH ST JACKSON, MI 49203

51' R-1 3-2454.1 \$1946.16 1707 FOURTH ST JACKSON, MI 49203

90' R-1 3-2453 \$3434.40 1711 FOURTH ST JACKSON, MI 49203

16' ALLEY

44' R-1 3-2451 \$1679.04 1801 FOURTH ST JACKSON, MI 49203

70.5' R-1 3-2452 \$2690.28 612 W PROSPECT ST JACKSON, MI 49203

100' PROSPECT STREET

82.5' R-1 3-2472 \$2108.70 1811 FOURTH ST JACKSON, MI 49203

55' R-1 3-2480 \$2098.80 1813 FOURTH ST JACKSON, MI 49203

55.84' R-1 3-2481 \$2130.85 1901 FOURTH ST JACKSON, MI 49203

MATCHLINE, SEE SHEET 1



SCALE: 1" = 100'
DATE: 2/25/2013
DRAWN BY: DJD
CITY OF JACKSON
DEPARTMENT NEIGHBORHOOD
AND ECONOMIC OPERATIONS

ASSESSMENT MAP FOR
FOURTH STREET RECONSTRUCTION
FROM GRISWOLD TO AUDUBON
PAGE 2 OF 3

GREENWOOD AVENUE

PROJECT LIMITS

GRISWOLD STREET

66'

66'

1600 FOURTH ST JACKSON, MI 49203	3-2675 \$2203.74	R-1 57.75'
1606 FOURTH ST JACKSON, MI 49203	3-2676 \$2203.74	R-1 57.75'
1608 FOURTH ST JACKSON, MI 49203	3-2677 \$1888.92	R-1 49.5'
1610 FOURTH ST JACKSON, MI 49203	3-2678 \$2175.12	R-1 57'
1614 FOURTH ST JACKSON, MI 49203	3-2679 \$2862.00	R-1 75'
1618 FOURTH ST JACKSON, MI 49203	3-2680 \$1888.92	R-1 49.5'
706 BLOOMFIELD BLVD JACKSON, MI 49203	3-2723 \$1686.96	R-1 66'

3-2356 \$3297.24	1601 FOURTH ST JACKSON, MI 49203
3-2358 \$1908.00	1611 FOURTH ST JACKSON, MI 49203
3-2359 \$1908.00	1613 FOURTH ST JACKSON, MI 49203
3-2360 \$1908.00	1615 FOURTH ST JACKSON, MI 49203
3-2361 \$1908.00	1619 FOURTH ST JACKSON, MI 49203
3-2362 \$1908.00	1623 FOURTH ST JACKSON, MI 49203
3-2363 \$1908.00	FOURTH ST JACKSON, MI 49203

BLOOMFIELD BOULEVARD 99'

66'

MATCHLINE, SEE SHEET 2




SCALE: 1" = 100'
 DATE: 2/25/2013
 DRAWN BY: DJD
 CITY OF JACKSON
 DEPARTMENT NEIGHBORHOOD
 AND ECONOMIC OPERATIONS

ASSESSMENT MAP FOR
 FOURTH STREET RECONSTRUCTION
 FROM GRISWOLD TO AUDUBON
 PAGE 3 OF 3



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
March 12, 2013

DATE: February 25, 2013
MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Final Adoption of Ordinance No. 2013.01

FINAL ADOPTION OF ORDINANCE NO. 2013.01 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.

Attached please find Ordinance No. 2013.01 approved by the Council at the February 19 meeting. Requested action is adoption of the ordinance.

C: City Manager

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~~ ninety (6090) gallons and ~~ninety-six~~ (9096) 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~~ more than twelve (12) hours before or twelve (12) hours after the designated time for pickup of refuse or recyclables 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.
- (10) Allow or place more than One Hundred Fifty (150) pounds of refuse or recyclables in a single refuse or recyclable receptacle.

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

- (a) All receptacles used or intended for use as refuse containers or recycling bins ~~bins~~ receptacles 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~~ After November 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) If a tenant of a dwelling unit of a residential generation site submits a deposit to the designated refuse hauler, the owner of the residential generation site will not be responsible for the refuse collection fees for that dwelling unit subject to the conditions within this paragraph. The amount of the tenant's deposit shall be one and one-half times the amount of yearly service to the residential generation site as estimated by the designated refuse hauler. No such deposit shall bear interest. If the amount due for refuse collection to the specific dwelling unit becomes delinquent, the designated refuse hauler may use the deposited funds to pay the delinquent amount due. A tenant who submitted a deposit shall remain responsible for all refuse collection fees until either (1) the tenant vacates the dwelling unit and notifies the designated refuse hauler in writing of such, (2) another tenant submits a deposit for refuse collection fees to the designated refuse hauler, (3) the entire deposit of the tenant has been applied to delinquent refuse collection fees at which time the owner of the residential generation site becomes responsible for all future refuse collection fees, or (4) the owner of the residential generation site notifies the designated refuse hauler that he or she will accept responsibility for payment of all future collection fees. A deposit, or the unused portion thereof, may be returned to a tenant when either (1) the tenant notifies the designated refuse hauler in writing that the tenant is vacating and there are no delinquent refuse collection fees for the dwelling unit, (2) another tenant submits a deposit, or (3) the owner of the residential generation site notifies the designated refuse hauler that he or she will accept responsibility for payment of all future refuse collection fees. The tenant shall notify the designated refuse hauler, in writing, of the forwarding address where the deposit shall be mailed. The failure of the tenant to notify the designated refuse hauler of

their forwarding address within six (6) months of the owner's notification of responsibility shall result in the deposit, or other remaining balance thereof, being forfeited to the designated refuse hauler.

- (c) 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.
- (d) 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~~ seventy-five (~~50~~75%) 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~~two (2) months or less more, 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. A bid bond of not less than twenty-five thousand (\$25,000) dollars must be submitted with each bid, and an affidavit of non-collusion, as provided by the City, must be submitted with each bid. 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 may, 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) A provision that the designated refuse hauler must obtain the prior written approval of the City Manager before subcontracting out any of the work under the contract.
- ~~(9)~~(10) Provisions to have the designated refuse hauler make reasonable accommodations to pick up refuse or recyclable receptacles from the residential generation site for persons who have a demonstrated physical inability to transport the receptacle to the curbside, driveway, or public right of way, and are without any demonstrated means to do so.
- ~~(10)~~(11) Insurance and bonding requirements, including, but not limited to, liability insurance, workers compensation insurance, motor vehicle insurance and a performance bond of not less than Five Hundred Thousand (\$500,000.00) Dollars as set forth in this Chapter;
- ~~(11)~~(12) The preparation and submission of reports required by the City to determine the efficiency and effectiveness of the refuse and recyclable collection program;
- ~~(12)~~(13) A provision for the rights of the City in the event of the failure to perform on the part of the designated refuse hauler;
- ~~(13)~~(14) The rights and obligations of the City for termination of the contract;
- ~~(14)~~(15) 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;
- ~~(15)~~(16) Rights and authorization of the City to inspect records and operations of the designated refuse hauler;
- (17) The right of the City to determine what materials will be included in the recycling program.
- ~~(16)~~(18) Provision for an informational program with respect to recycling and other services offered to residential generation sites;
- ~~(17)~~(19) A requirement that the designated refuse hauler comply with all applicable laws, rules, ordinances and regulations;

(18)(20) A requirement that the designated refuse hauler secure and maintain in good standing all permits and licenses required by law, rule, ordinance or regulation; and

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~~2,000,000.00 each occurrence and \$~~5~~4,000,000.00 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~~1,000,000.00 each per occurrence and ~~aggregate of~~ \$~~2~~1,000,000.00 ~~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.

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 ninety (90) gallons and ninety-six (96) 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 open 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 more than twelve (12) hours before or twelve (12) hours after the designated time for pickup of refuse or recyclables 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.
- (10) Allow or place more than One Hundred Fifty (150) pounds of refuse or recyclables in a single refuse or recyclable receptacle.

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

- (a) All receptacles used or intended for use as refuse containers or recycling receptacles 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) After November 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) If a tenant of a dwelling unit of a residential generation site submits a deposit to the designated refuse hauler, the owner of the residential generation site will not be responsible for the refuse collection fees for that dwelling unit subject to the conditions within this paragraph. The amount of the tenant's deposit shall be one and one-half times the amount of yearly service to the residential generation site as estimated by the designated refuse hauler. No such deposit shall bear interest. If the amount due for refuse collection to the specific dwelling unit becomes delinquent, the designated refuse hauler may use the deposited funds to pay the delinquent amount due. A tenant who submitted a deposit shall remain responsible for all refuse collection fees until either (1) the tenant vacates the dwelling unit and notifies the designated refuse hauler in writing of such, (2) another tenant submits a deposit for refuse collection fees to the designated refuse hauler, (3) the entire deposit of the tenant has been applied to delinquent refuse collection fees at which time the owner of the residential generation site becomes responsible for all future refuse collection fees, or (4) the owner of the residential generation site notifies the designated refuse hauler that he or she will accept responsibility for payment of all future collection fees. A deposit, or the unused portion thereof, may be returned to a tenant when either (1) the tenant notifies the designated refuse hauler in writing that the tenant is vacating and there are no delinquent refuse collection fees for the dwelling unit, (2) another tenant submits a deposit, or (3) the owner of the residential generation site notifies the designated refuse hauler that he or she will accept responsibility for payment of all future refuse collection fees. The tenant shall notify the designated refuse hauler, in writing, of the forwarding address where the deposit shall be mailed. The failure of the tenant to notify the designated refuse hauler of their forwarding address within six (6) months of the owner's notification of responsibility shall result in the deposit, or other remaining balance thereof, being forfeited to the designated refuse hauler.

- (c) 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.
- (d) 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 seventy-five (75%) 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 two (2) months or more, 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. A bid bond of not less than twenty-five thousand (\$25,000) dollars must be submitted with each bid, and an affidavit of non-collusion, as provided by the City, must be submitted with each bid. 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 may, 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) A provision that the designated refuse hauler must obtain the prior written approval of the City Manager before subcontracting out any of the work under the contract.

- (10) Provisions to have the designated refuse hauler make reasonable accommodations to pick up refuse or recyclable receptacles from the residential generation site for persons who have a demonstrated physical inability to transport the receptacle to the curbside, driveway, or public right of way, and are without any demonstrated means to do so.
- (11) Insurance and bonding requirements, including, but not limited to, liability insurance, workers compensation insurance, motor vehicle insurance and a performance bond of not less than Five Hundred Thousand (\$500,000.00) Dollars as set forth in this Chapter;
- (12) The preparation and submission of reports required by the City to determine the efficiency and effectiveness of the refuse and recyclable collection program;
- (13) A provision for the rights of the City in the event of the failure to perform on the part of the designated refuse hauler;
- (14) The rights and obligations of the City for termination of the contract;
- (15) 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;
- (16) Rights and authorization of the City to inspect records and operations of the designated refuse hauler;
- (17) The right of the City to determine what materials will be included in the recycling program.
- (18) Provision for an informational program with respect to recycling and other services offered to residential generation sites;
- (19) A requirement that the designated refuse hauler comply with all applicable laws, rules, ordinances and regulations;
- (20) A requirement that the designated refuse hauler secure and maintain in good standing all permits and licenses required by law, rule, ordinance or regulation; and

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 \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate. Coverage shall be umbrella form and not excess insurance. Pollution liability shall be included in coverage.
 - (5) Pollution liability coverage, occurrence forms are acceptable with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. 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 CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
March 12, 2013

DATE: February 25, 2013
MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Final Adoption of Ordinance No. 2013.02

FINAL ADOPTION OF ORDINANCE NO. 2013.02 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).

Attached please find Ordinance No. 2013.02 approved by the Council at the February 19 meeting. Requested action is adoption of the ordinance.

C: City Manager

ORDINANCE 2013. 02

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

2. Front yards outside of approved driveways.
 - b. Duration. Sales are limited to three (3) events per calendar year for no more than three (3) consecutive days per event.
 - c. Signage. Signs promoting a sale which comply with the following standards are permitted:
 1. One (1) on-premise sign and one (1) off-premises sign posted on private property with the permission of the owner.
 2. Individual signs are limited to a size of four (4) square feet.
 3. In no case may a sign be located on public property or within public rights-of-way or posted on utility poles or other public structures.
 4. In no case may a sign be posted on a tree.
 5. Signs may only be posted up to two (2) days prior to the sale, as well as during the sale, for a total of no more than five (5) days
 - d. Plot Site Plan (PSP). A PSP complying with the requirements of Section 28-135 (e) of this Chapter may be required at the discretion of the Zoning Administrator (or designee) or under certain circumstances.
- (2) Temporary outdoor sales. The sale of edible items, wares, goods, or merchandise associated with a business located on the same lot(s) from mobile stands, vehicles, temporary structures, and similar devices for a limited period of time.
- 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), with the exception of property specifically designed to accommodate a special event. This exception does not exempt the organizer(s) from obtaining other required permits.
 - b. Exclusions. Sales are excluded from public rights-of-way or other public property.
 - c. Duration. 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. 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).
 - 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.
- (3) Transient merchants.
- a. Transient outdoor sales. The sale of edible items, wares, goods, or merchandise from mobile stands, vehicles, temporary structures, or similar devices outside of a public right-of-way on appropriately zoned property for a limited period of time.
 1. 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), 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.
 3. Duration. Sales are limited to three (3) events per calendar year for no more than fourteen (14) consecutive days per event. However, a sale may last up to forty-five (45) days, if approved by the Zoning Administrator (or designee).

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.

ADOPTED:



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
March 12, 2013

DATE: February 25, 2013
MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Final Adoption of Ordinance No. 2013.03

**FINAL ADOPTION OF ORDINANCE NO. 2013.03 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.**

Attached please find Ordinance No. 2013.03 approved by the Council at the February 19 meeting. Requested action is adoption of the ordinance.

C: City Manager

ORDINANCE 2013, 03

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.

ADOPTED:



CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
March 12, 2013

DATE: February 25, 2013
MEMO TO: Honorable Mayor and City Councilmembers
FROM: Lynn Fessel, City Clerk 
SUBJECT: Final Adoption of Ordinance No. 2013.04

**FINAL ADOPTION OF ORDINANCE NO. 2013.04 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.**

Attached please find Ordinance No. 2013.04 approved by the Council at the February 19 meeting. Requested action is adoption of the ordinance.

C: City Manager

ORDINANCE NO. 2013- 04

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.

ADOPTED:




CITY CLERK'S OFFICE
Lynn Fessel, City Clerk

CITY COUNCIL MEETING
March 12, 2013

DATE: February 25, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Lynn Fessel, City Clerk 

SUBJECT: Final Adoption of Ordinance No. 2013.05

FINAL ADOPTION OF ORDINANCE NO. 2013.05 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.

Attached please find Ordinance No. 2013.05 approved by the Council at the February 19 meeting. Requested action is adoption of the ordinance.

C: City Manager

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.

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

Circuses, per day . . . 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) . . . 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.

Sidewalk café. . . by resolution.

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

March 12, 2013

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

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

DATE: March 6, 2013

SUBJECT: Chapter 16 Temporary Uses Fee Resolution

RECOMMENDATION: Approve the Temporary Uses Fee Resolution.

Attached please find a proposed Fee Resolution that revises the current fees set out in Chapter 16 for various temporary uses such as sidewalk cafes, carnivals and special events. The Fee Resolution also adds new fees for donation boxes, transient merchant indoor and outdoor sales, garage and yard sales, and temporary outdoor sales. These categories will be added if the temporary use additions to Chapter 28 are adopted. This Resolution is a complimentary resolution to the passage of the Chapter 28 Temporary Use Ordinance and the Chapter 16 Temporary Use Fee Ordinance.

The requisite action is to approve the Resolution.

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

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

RESOLUTION

BY THE CITY COUNCIL:

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

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

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

- A. Carnivals, amusement rides and other shows \$ 300.00
- B. Concessionaires \$ 190.00
- C. Donation boxes \$ 175.00
- D. Garage or yard sales \$ 25.00
- E. Outdoor sales and displays \$ 100.00
- F. Peddlers \$ 100.00
- G. Sidewalk cafes \$ 185.00
- H. Special events (circuses, festivals, fairs, events, bazaars or other specially scheduled activity). \$ 345.00
- I. Temporary outdoor sales \$ 175.00
- J. Transient merchant indoor sales \$ 335.00
- K. Transient merchant outdoor sales \$ 335.00

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

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

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ___ day of _____, 2013.

_____ City Clerk



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 March 12, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Resolution for Approval of Contract with MDOT for West Avenue-High to Michigan

RECOMMENDATION: Approval of the resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for West Avenue pavement improvements from High Street to Michigan Avenue, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.

Attached is a resolution to enter into a contract with the Michigan Department of Transportation for pavement improvements on West Avenue from High Street to Michigan Avenue. This project includes the milling and resurfacing of West Avenue and sidewalk ramps will be upgraded as well over the entire length of the project.

The total construction cost of this project is estimated at \$456,200.00. Federal funding will cover 81.85% of the cost for the street portion of the project. The City portion of the project will be paid from Major Street Funds. The breakdown is as follows:

Street Construction Federal Funding:	\$373,400.00
Major Street Funds:	<u>\$82,800.00</u>
Total:	\$456,200.00

We are requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

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

JHD:sms

c Lynn Fessel, City Clerk
Troy R. White, P.E., Civil Engineer III
Lucinda Schultz, Accounting Manager

RESOLUTION

BY CITY COUNCIL:

WHEREAS, West Avenue between High Street and Michigan Avenue is in need of pavement improvements; and

WHEREAS, the City has received Federal Funding for 81.85% for the road portion of this project; and

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

WHEREAS, the estimate for the construction work is \$456,200.00 with the Federal share being \$373,400.00 and the City share being \$82,800.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction on West Avenue between High Street and Michigan Avenue; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract with the Michigan Department of Transportation for the pavement improvements and sidewalk ramp upgrades; and

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

* * * *

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

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of March, 2013.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of March, 2013.

Lynn Fessel, City Clerk

STP

DA

Control Section	STUL 38409
Job Number	110469
Project	STP 1238(027)
Federal Item No.	HH 8217
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	12-5501

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 18, 2012, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along South West Avenue from High Street to Michigan Avenue; including sidewalk ramp work; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

6. No working capital deposit will be required for this PROJECT.

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

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to

determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of

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

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

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

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

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

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

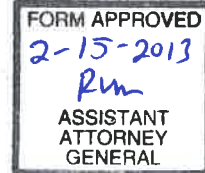
CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:

Administrator
Real Estate

2/2/13

Date

September 18, 2012

EXHIBIT I

CONTROL SECTION	STUL 38409
JOB NUMBER	110469
PROJECT	STP 1238(027)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$456,200
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$456,200
Less Federal Funds	<u>\$373,400</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 82,800

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

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

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

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

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

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

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

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



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 March 12, 2013

TO: Honorable Mayor and City Councilmembers

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

SUBJECT: Resolution for Approval of Contract with MDOT for Trail Street Railroad Crossing

RECOMMENDATION: Approval of the resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the non-motorized pathway work of the Trail Street railroad crossing, and authorization for the Mayor and City Clerk to execute the appropriate contract documents.

Attached is a resolution to enter into a contract with the Michigan Department of Transportation for the non-motorized pathway work at the at-grade crossing of the tracks of the Jackson & Lansing Railroad Company with Trail Street (National Inventory # P-013-577); sidewalk and bridge railing repair work at Trail Street over the Grand River; and all together with necessary related work.

The total construction cost of this project is estimated at \$105,100.00. Federal funding will cover 80.0% of the cost of the project. The City portion of the project will be paid from Major Street Funds. The breakdown is as follows:

Construction Federal Funding:	\$84,100.00
Major Street Funds:	<u>\$21,000.00</u>
Total:	\$105,100.00

We are requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

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

JHD:sms

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

RESOLUTION

BY CITY COUNCIL:

WHEREAS, a non-motorized pathway at-grade crossing of the tracks of the Jackson & Lansing Railroad Company with Trail Street is needed, along with sidewalk and bridge railing repair work at Trail Street over the Grand River; and

WHEREAS, the City has received Federal Funding for 80.0% for this project; and

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

WHEREAS, the estimate for the construction work is \$105,100.00 with the Federal share being \$84,100.00 and the City share being \$21,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the construction of the non-motorized pathway work at the at-grade crossing of the tracks of the Jackson & Lansing Railroad Company with Trail Street (National Inventory # P-013-577); sidewalk and bridge railing repair work at Trail Street over the Grand River; and all together with necessary related work; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract with the Michigan Department of Transportation for the project; and

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

* * * *

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

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 12th day of March, 2013.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of March, 2013.

Lynn Fessel, City Clerk

STP

DA

Control Section	STH 38609
Job Number	113609
Project	STP 1238(030)
Federal Item No.	RR 8251
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	12-5508

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 1, 2013, attached hereto and made a part hereof:

Non-motorized pathway work at the at-grade crossing of the tracks of the Jackson & Lansing Railroad Company with Trail Street (National Inventory# P-013-577); sidewalk and bridge railing repair work at Trail Street over the Grand River; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

6. No working capital deposit will be required for this PROJECT.

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

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to

determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of

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

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

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

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

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

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

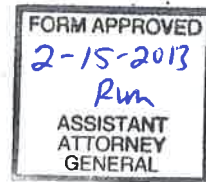
CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:
[Signature]
Administrator
Estate
Date 2/21/13

February 1, 2013

EXHIBIT I

CONTROL SECTION	STH 38609
JOB NUMBER	113609
PROJECT	STP 1238(030)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$105,100
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$105,100
Less Federal Funds	<u>\$ 84,100</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 21,000

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140D): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

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

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

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

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

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

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

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



CITY COUNCIL MEETING
March 12, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Manager *PAB*
Todd Knepper, Department of Public Works *EK*

SUBJECT: Consideration of Private Lot Mowing Contract Awards to Greener Solutions Lawn and Landscape, LLC as the Primary Contractor with a bid amount of \$31,875.00 and Alpha Omega Construction Company as the Secondary Contractor for May and June Work with a Bid Amount of \$44,275.00.

RECOMMENDATION: To approve private lot mowing contracts with Greener Solutions Lawn and Landscape, LLC of Jackson, Michigan as the primary contractor with a bid amount of \$31,875.00 and with Alpha Omega Construction Company, of Jackson, Michigan as the secondary contractor for May and June mowing work with a bid amount of \$44,275.00, and authorize the Mayor and City Clerk to execute the appropriate documents.

These contracts provide for mowing of private lots in the City of Jackson in an effort to maintain compliance with the City of Jackson Ordinance Chapter 26, Article III, Sections 26-66. This ordinance coincides with the City Council's values and goals for the Public's Health, Safety and Welfare by addressing neighborhood blight. In previous years, one single contractor was not able to consistently maintain the volume of lots requiring attention in the spring. The contract specifications were modified in 2011 to have a primary contractor for the entire season and a secondary contractor for the months of May and June in order to complete the vast amount of work required during the height of the growing season.

Eight (8) contractors attended the mandatory pre-bid meeting on February 6, 2013 at the Department of Public Works Field Services Facility. On Wednesday, February 13, 2013, four (4) bids were received and opened in the Purchasing Department:

- Affordable Lawn Care, Jackson, MI - \$30,575.00
- Greener Solutions Lawn and Landscape, LLC, Jackson, MI - \$31,875.00
- Alpha & Omega Construction Company, Jackson, MI - \$44,275.00
- Ultimate Lawn Care, Jonesville, MI - \$77,900.00

The apparent low bidder, Affordable Lawn Care, held this contract in 2011, and City staff has supplied documentation verifying previous quality and performance issues. It is recommended that Affordable Lawn Care not be considered the lowest qualified, responsible bidder. The City of Jackson's Purchasing Policy, Section 7.6, allows for the rejection of any and all bids, and to accept or recommend the acceptance of other than the lowest responsive bid when in the best interest of the City of Jackson.

This project is expensed through the Weed Control Fund, 101-455-000-818.



**BID TABULATION
2013 PRIVATE LOT MOWING
FEBRUARY 13, 2013**

Affordable Lawn Care & Snow Inc. 2515 Cooper St. Jackson, MI 49201	Greener Solutions Lawn & Landscape 5276 Sharon Dr. Jackson, MI 49203	Alpha & Omega Construction Co. 2900 Shirley Dr. Jackson, MI 49201	Ultimate Lawn Care & Tree Service 4246 W. Hastings Lake Rd. Jonesville, MI 49250
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ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1-5,000 Square Feet	LOT	200	25.00	5000.00	25.00	5000.00	38.00	7600.00	90.00	18000.00
2	5,001-10,000 Square Feet	LOT	375	40.00	15000.00	42.00	15750.00	51.00	19125.00	100.00	37500.00
3	10,001-20,000 Square Feet	LOT	40	53.00	2120.00	55.00	2200.00	68.00	2720.00	120.00	4800.00
4	20,001-43,560 Square Feet (up to 1 acre)	LOT	10	83.00	830.00	85.00	850.00	112.00	1120.00	160.00	1600.00
5	Over 43,561 Square Feet (over 1 acre)	LOT	5	125.00	625.00	115.00	575.00	142.00	710.00	200.00	1000.00
6	Noxious Weeds/Extra Work Hourly rate for a 2-person crew	HR/RAT	250	28.00	7000.00	30.00	7500.00	52.00	13000.00	60.00	15000.00
TOTAL					30575.00	31875.00	44275.00	77900.00			



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 March 12, 2013

TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: Renewal of Request for Annual Delegation of School Inspection Authority

RECOMMENDATION:

Authorize the Mayor to execute the Request for Annual Delegation of School Inspection Authority to a Local Unit of Government Enforcing Agency and other related documents, if any.

On December 23, 2008, PA 628 of 2002 was signed into law amending the School Building Act, PA 306 of 1937, requiring the inspection of all school building construction and review of any required construction documents under the Stille-DeRossett-Hale Single State Construction Code Act and the Fire Prevention Code, PA 207 of 1941. With the enactment of this revision, school construction projects involving the construction, addition, alteration, or repair of any school building must be submitted to the Department of Labor and Economic Growth for required plan review, permits, and on-site inspections. However, the law also provides for the delegation of authority of inspection by local code enforcement agencies where both the local school boards and the local unit of government certify the local enforcing agency has full-time plan review and inspection staff, and are otherwise qualified to perform these duties in the review and inspection of school buildings.

In recent years, the City of Jackson has entered into Requests for Annual Delegation of School Inspection Authority to a Local Unit of Government Enforcing Agency with both the Jackson Public Schools and the Diocese of Lansing. Both the Jackson Public Schools and Diocese of Lansing School Boards have requested the City enter into a renewal agreement, which must be signed annually. This relationship is beneficial for both the City of Jackson and the requesting school systems as it keeps inspection services local, streamlines the plan review process, improves the inspection services for the schools, and has increased the number of plan reviews conducted, permits issued, and inspections conducted by the City.

**Request for Annual Delegation of School Inspection Authority
to a Local Unit of Government Enforcing Agency**
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
P.O. Box 30254, Lansing, MI 48909
517-241-9302
www.michigan.gov/bcc

Section 1b(5) of 1937 PA 306 provides:

"The department shall delegate the responsibility for the administration and enforcement of this act to the applicable agency if both the school board and the governing body of the governmental subdivision have annually certified to the department, in a manner prescribed by the department, that full-time code officials, inspectors and plan reviewers registered under the building officials and inspectors registration act, 1986 PA 54, MCL 338.2301 to 338.2313, will conduct plan reviews and inspections of school buildings."

NOTE: Local governments not authorized to enforce the state construction codes do not qualify for delegation of school plan review and inspection authority.

BOTH THE SCHOOL BOARD PRESIDENT OF THE DISTRICT IN WHICH THE APPLICABLE FACILITY IS LOCATED AND THE GOVERNING BODY OF THE GOVERNMENTAL SUBDIVISION MUST CERTIFY, VIA ORIGINAL SIGNATURES, THAT THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND ACCURATE. If the school district is served by more than one local government enforcing agency, a separate form must be submitted for each enforcing agency and you must indicate which agency serves which facility.

Failure to complete all required information will result in this form being returned without action.

SCHOOL DISTRICT INFORMATION

A school official representing the school district/school board must provide the school contact information and the list of school facilities by completing the sections below. (It should be noted that non-public schools should not provide public school district information but should provide contact information regarding the superintending authority, if applicable, for the non-public school instructional and non-instructional school buildings located within each local government enforcing agency.)

SCHOOL DISTRICT				
NAME OF SCHOOL DISTRICT Jackson Public Schools			COUNTY Jackson	
ADDRESS 522 Wildwood Ave				
CITY Jackson	STATE MI	ZIP CODE 49201	TELEPHONE NUMBER (Include Area Code) (517) 841-2202	FAX NUMBER (Include Area Code) (517) 768-5925
PRIMARY CONTACT PERSON Rodney V. Walz			TITLE Director of District Operations	
LISTING OF SCHOOL FACILITIES (List only those school facilities within the district for which plan review and inspection authority is requested.) Attach additional pages as necessary.				
FACILITY NAME		FACILITY NAME		
1. Bennett Elementary		10. Tomlinson		
2. Cascades Elementary		11. Middle School at Parkside		
3. Frost Elementary		12. Jackson High School		
4. Hunt Elementary		13. Hurst Planetarium		
5. McCullough Elementary		14.		
6. Northeast Elementary		15.		
7. Sharp Park Elementary		16.		
8. Wilson Elementary		17.		
9. Firth Elementary		18.		

Local Government Enforcing Agency Information

Each local government enforcing agency in which facilities of the school district are located must complete this application attesting to the agreement with the information contained in this application. Only those governmental jurisdictions which document full-time inspectors and plan reviewers to enforce the complete range of construction codes including building, electrical, mechanical and plumbing codes may qualify for delegation of school construction authority.

LOCAL UNIT OF GOVERNMENT / CODE ENFORCING AGENCY				
NAME OF LOCAL UNIT OF GOVERNMENT City of Jackson				COUNTY Jackson
ADDRESS 161 W Michigan Ave				
CITY Jackson	STATE MI	ZIP CODE 49201	TELEPHONE NUMBER (Include Area Code) (517) 788-4012	FAX NUMBER (Include Area Code) (517) 780-4781
PRIMARY CONTACT PERSON William F. Donovan			TITLE Chief Building Official	
BUILDING OFFICIAL / INSPECTOR / PLAN REVIEWER INFORMATION				
List the name, discipline and registration number of all Building Officials, Inspectors, and Plan Reviewers in the local unit of government enforcing agency performing inspections on school buildings and facilities. (A delegation approval requires a local unit of government to designate full-time personnel to conduct plan reviews and inspections.)				
NAME OF REGISTRANT		DISCIPLINE	REGISTRATION NUMBER	
William F. Donovan		Electrical Inspector	003650	
Brian A. Taylor		Plan Reviewer & CBO		
		Building Inspector	004626	
Donald Kittle		Plan Rvr & Bldg Official		
		Mechanical & Plumbing Ins		
		Plan Rvr & Bldg Official		

Certification by School District and Local Government Enforcing Agency - In the sections below, provide the **ORIGINAL** signature of the school board president and the chief elected official of the local government authorized to enforce construction codes in which school facilities are located. **Note:** A local government not authorized to enforce the state construction codes does not qualify for delegation of school plan review and inspection authority.

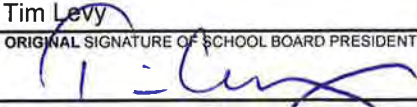
WE HEREBY CERTIFY:

Full-time code officials, inspectors and plan reviewers, registered under the Building Official and Inspectors Registration Act, 1986 PA 54, will conduct plan review and inspections of school buildings. Please list your office hours and inspection staff hours below (Example: 8:00am - 5:00pm).

Office Hours: M 8:00am - 5:00pm T 8:00am - 5:00pm W 8:00am - 5:00pm Th 8:00am - 5:00pm F 8:00am - 5:00pm = 40 total hours

Inspection Staff Hours: M 8:00am - 5:00pm T 8:00am - 5:00pm W 8:00am - 5:00pm Th 8:00am - 5:00pm F 8:00am - 5:00pm = 40 total hours

- Plan reviews will be completed within 60 days of receipt of the application.
- Permits will be issued and inspections conducted (within 5 business days) in accordance with the requirements of the Stille-DeRossett-Hale Single State Construction Code Act of 1972, 1972 PA 230.
- Permits will not be issued until a delegation of authority is granted by the Bureau of Construction Codes, Department of Licensing and Regulatory Affairs.
- Violation notices shall be issued as provided by the Act and applicable Code(s).
- Certificates of Occupancy will be issued only after receiving all required inspection and plan review approvals.

SIGNATURE AND CERTIFICATION OF SCHOOL BOARD PRESIDENT	
I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.	
NAME OF SCHOOL BOARD PRESIDENT (Please Print) Tim Levy	NAME OF LOCAL SCHOOL DISTRICT Jackson Public Schools
ORIGINAL SIGNATURE OF SCHOOL BOARD PRESIDENT 	DATE 2-14-13
SIGNATURE AND CERTIFICATION OF LOCAL UNIT OF GOVERNMENT	
I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.	
NAME AND TITLE OF CHIEF ELECTED OFFICIAL* (Please Print) Martin Griffin	NAME OF LOCAL UNIT OF GOVERNMENT (enforcing agency) City of Jackson
ORIGINAL SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE

*The State Construction Code Act defines the chief elected official as listed below:

County: Chair of the Board of Commissioners City: Mayor Village: President Township: Supervisor

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

**Request for Annual Delegation of School Inspection Authority
to a Local Unit of Government Enforcing Agency**
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
P.O. Box 30254, Lansing, MI 48909
517-241-9302
www.michigan.gov/bcc

Section 1b(5) of 1937 PA 306 provides:

"The department shall delegate the responsibility for the administration and enforcement of this act to the applicable agency if both the school board and the governing body of the governmental subdivision have annually certified to the department, in a manner prescribed by the department, that full-time code officials, inspectors and plan reviewers registered under the building officials and inspectors registration act, 1986 PA 54, MCL 338.2301 to 338.2313, will conduct plan reviews and inspections of school buildings."

NOTE: Local governments not authorized to enforce the state construction codes do not qualify for delegation of school plan review and inspection authority.

BOTH THE SCHOOL BOARD PRESIDENT OF THE DISTRICT IN WHICH THE APPLICABLE FACILITY IS LOCATED AND THE GOVERNING BODY OF THE GOVERNMENTAL SUBDIVISION MUST CERTIFY, VIA ORIGINAL SIGNATURES, THAT THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND ACCURATE. If the school district is served by more than one local government enforcing agency, a separate form must be submitted for each enforcing agency and you must indicate which agency serves which facility.

Failure to complete all required information will result in this form being returned without action.

SCHOOL DISTRICT INFORMATION

A school official representing the school district/school board must provide the school contact information and the list of school facilities by completing the sections below. (It should be noted that non-public schools should not provide public school district information but should provide contact information regarding the superintending authority, if applicable, for the non-public school instructional and non-instructional school buildings located within each local government enforcing agency.)

SCHOOL DISTRICT				
NAME OF SCHOOL DISTRICT Diocese of Lansing			COUNTY Jackson	
ADDRESS 606 S Wisner St				
CITY Jackson	STATE MI	ZIP CODE 49203	TELEPHONE NUMBER (Include Area Code) (517) 783-2748	FAX NUMBER (Include Area Code)
PRIMARY CONTACT PERSON Gary Jackson			TITLE Facilities Director	
LISTING OF SCHOOL FACILITIES (List only those school facilities within the district for which plan review and inspection authority is requested.) Attach additional pages as necessary.				
FACILITY NAME		FACILITY NAME		
1. Queen of the Miraculous Medal		10.		
2.		11.		
3.		12.		
4.		13.		
5.		14.		
6.		15.		
7.		16.		
8.		17.		
9.		18.		

Local Government Enforcing Agency Information

Each local government enforcing agency in which facilities of the school district are located must complete this application attesting to the agreement with the information contained in this application. Only those governmental jurisdictions which document full-time inspectors and plan reviewers to enforce the complete range of construction codes including building, electrical, mechanical and plumbing codes may qualify for delegation of school construction authority.

LOCAL UNIT OF GOVERNMENT / CODE ENFORCING AGENCY				
NAME OF LOCAL UNIT OF GOVERNMENT City of Jackson				COUNTY Jackson
ADDRESS 161 W Michigan Ave				
CITY Jackson	STATE MI	ZIP CODE 49201	TELEPHONE NUMBER (Include Area Code) (517) 788-4012	FAX NUMBER (Include Area Code) (517) 780-4781
PRIMARY CONTACT PERSON William F. Donovan			TITLE Chief Building Official	
BUILDING OFFICIAL / INSPECTOR / PLAN REVIEWER INFORMATION				
List the name, discipline and registration number of all Building Officials, Inspectors, and Plan Reviewers in the local unit of government enforcing agency performing inspections on school buildings and facilities. (A delegation approval requires a local unit of government to designate full-time personnel to conduct plan reviews and inspections.)				
NAME OF REGISTRANT		DISCIPLINE	REGISTRATION NUMBER	
William F. Donovan		Electrical Inspector	003650	
Brian A. Taylor		Plan Reviewer & CBO		
		Building Inspector	004626	
		Plan Rvr & Bldg Official		
Donald Kittle		Mechanical & Plumbing Ins	Pending	
		Plan Rvr & Bldg Official		

Certification by School District and Local Government Enforcing Agency - In the sections below, provide the **ORIGINAL** signature of the school board president and the chief elected official of the local government authorized to enforce construction codes in which school facilities are located. **Note:** A local government not authorized to enforce the state construction codes does not qualify for delegation of school plan review and inspection authority.

WE HEREBY CERTIFY:

Full-time code officials, inspectors and plan reviewers, registered under the Building Official and Inspectors Registration Act, 1986 PA 54, will conduct plan review and inspections of school buildings. Please list your office hours and inspection staff hours below (Example: 8:00am - 5:00pm).

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- Permits will be issued and inspections conducted (within 5 business days) in accordance with the requirements of the Stille-DeRossett-Hale Single State Construction Code Act of 1972, 1972 PA 230.
- Permits will not be issued until a delegation of authority is granted by the Bureau of Construction Codes, Department of Licensing and Regulatory Affairs.
- Violation notices shall be issued as provided by the Act and applicable Code(s).
- Certificates of Occupancy will be issued only after receiving all required inspection and plan review approvals.

SIGNATURE AND CERTIFICATION OF SCHOOL BOARD PRESIDENT	
I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.	
NAME OF SCHOOL BOARD PRESIDENT (Please Print) Rev. Timothy E MacDonald	NAME OF LOCAL SCHOOL DISTRICT Queen of the Miraculous Medal
ORIGINAL SIGNATURE OF SCHOOL BOARD PRESIDENT <i>Rev. Timothy E MacDonald</i>	DATE 2/15/13
SIGNATURE AND CERTIFICATION OF LOCAL UNIT OF GOVERNMENT	
I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.	
NAME AND TITLE OF CHIEF ELECTED OFFICIAL* (Please Print) Martin Griffin	NAME OF LOCAL UNIT OF GOVERNMENT (enforcing agency) City of Jackson
ORIGINAL SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE

*The State Construction Code Act defines the chief elected official as listed below:

County: Chair of the Board of Commissioners

City: Mayor

Village: President

Township: Supervisor

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



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 March 12, 2013

TO: Honorable Mayor Griffin and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: Approve Eleven (11) Agreements Regarding Transfer of Property and Demolition of Dangerous and Unsafe Structures and Accept Quit Claim Deeds for Conveyance of Properties

RECOMMENDATION:

Approve eleven (11) Agreements Regarding Transfer of Property and Demolition of Dangerous and Unsafe Structures, authorize the Mayor to execute the Agreements, and accept quit claim deeds for conveyance of properties upon review and approval by the City Attorney's Office.

Attached are eleven (11) Agreements Regarding Transfer of Property and Demolition of Dangerous and Unsafe Structures for the following properties:

220 S Dwight St	503 First St	512 Wilson St
514 W Ganson St	408 Northwood Ln	114 W Wilkins St
1819 Deyo St	1119 Walker St	1041 S Jackson St
1042 Chittock Ave	704 E Ganson St	

The owners of these condemned structures have requested the City receive title to the properties to avoid liability for the costs of demolishing the structure. The owners certify no liens, mortgages, or other ownership interest exist concerning the property and, upon the transfer, will pay all outstanding property taxes, liens, special assessments, judgments, invoices or other indebtedness of the owner related the property that are due and owing to the City.

The owners will be required to present a fully executed quit claim deed to the City Attorney to review and modify, if necessary, to convey full legal title of the property to the City. The City will then accept responsibility for the costs of demolition or possible rehabilitation, if deemed viable.

220 S Dwight St



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

This Agreement, entered into on the _____ day of _____, 2013 between Harry Gish, and _____ Gish, husband and wife, ("Owner"), whose address is 822 Woodworth, Jackson, Michigan 49202, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("the City"),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

S 22 FT OF LOT 12 & N 22 FT OF LOT 13 BLOCK 25 EAST
ADDITION NO 5 TO THE CITY OF JACKSON, AS RECORDED
IN LIBER 4 OF PLATS, PAGE 8, JACKSON COUNTY RECORDS

and commonly known as 220 South Dwight Street, Jackson, Michigan ("the property");

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition at the City's expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.

- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site.
- H. Owner shall not be responsible for any of the costs of demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Harry Gish

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

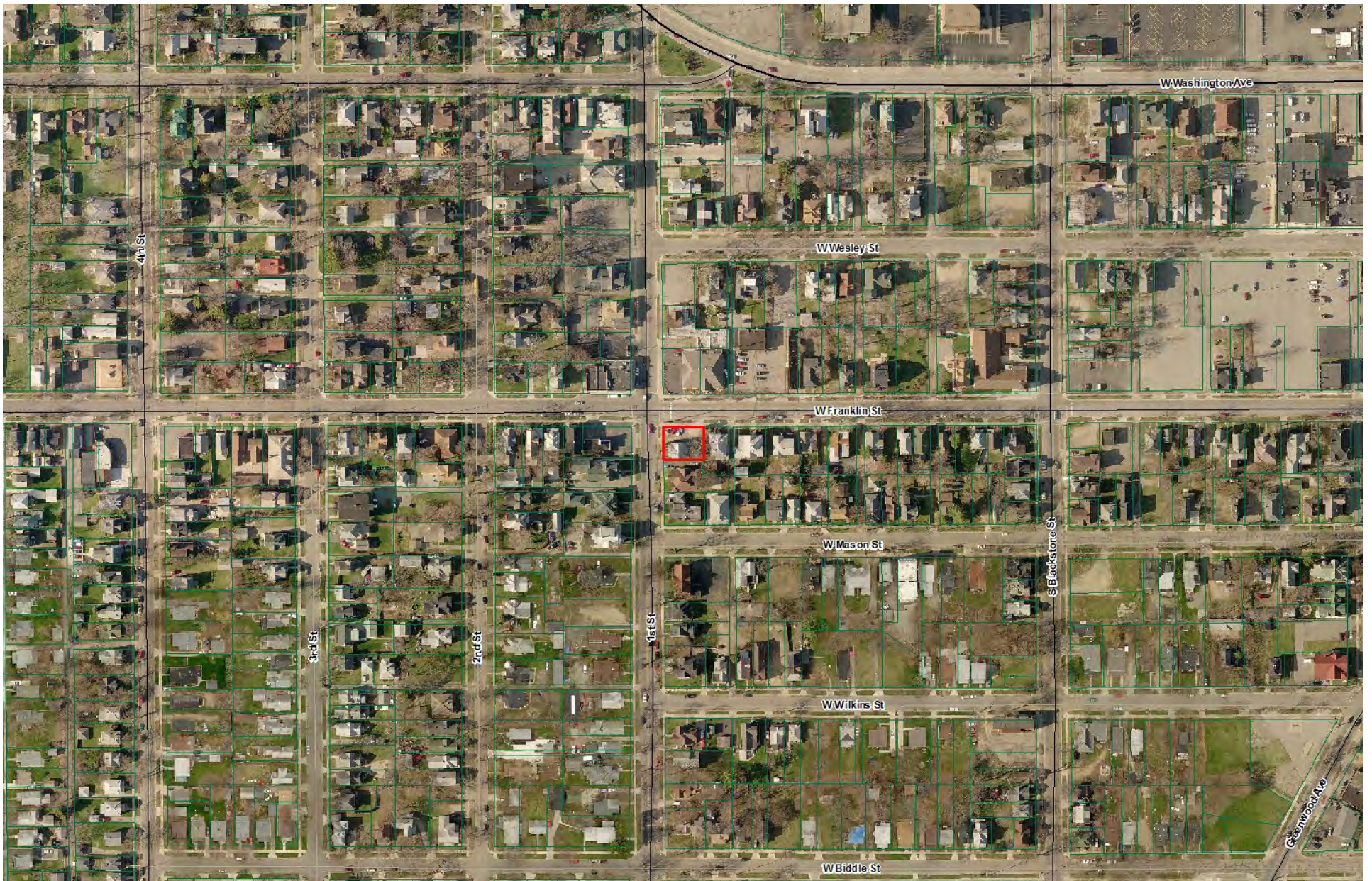
Approval as to form:

BmSmith
City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burtch
Patrick Burtch
City Manager

503 First St



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

This Agreement, entered into on the _____ day of _____, 2013 between Harry Gish, and _____ Gish, husband and wife, (“Owner”), whose address is 822 Woodworth, Jackson, Michigan 49202, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

LOT 3 BLOCK 5, EXCEPT THE EAST 50 FEET THEREOF,
LIVERMORE, WOOD AND EATON’S ADDITION TO
THE CITY OF JACKSON, ACCORDING TO THE
RECORDED PLAT THEREOF, AS RECORDED IN
LIBER 4 OF PLATS, PAGE 6, JACKSON COUNTY RECORDS

and commonly known as 503 First Street, Jackson, Michigan (“the property”);

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

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

- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.
- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, Owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall either demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or may rehabilitate the building(s) on the property.
- H. Owner shall not be responsible for any of the costs of rehabilitation of the building(s), of for demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.

- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.
- O. This Agreement, upon its acceptance by the parties, shall constitute the entire Agreement and understanding between the parties and supersedes all prior and contemporaneous negotiations, representations, and agreements, whether written or oral, with respect to the subject matter herein.

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Harry Gish

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

Approval as to form:

Bethany M. Smith
City Attorney's Office
By: Bethany M. Smith

Approval as to content:

Patrick Burtch
Patrick Burtch
City Manager

512 Wilson St



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

This Agreement, entered into on the _____ day of _____, 2013 between Harry Gish and _____ Gish, husband and wife, (“Owner”), whose address is 822 Woodworth, Jackson, Michigan 49202, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 16, Block 1, Wilson’s Amended Addition to the City of Jackson,
according to the recorded plat thereof, as recorded in Liber 3 of
Plats, Page 1, Jackson County Records

and commonly known as 512 Wilson Street, Jackson, Michigan (“the property”);

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.

- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site.
- H. Owner shall not be responsible for any of the costs of demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Harry Gish

CITY OF JACKSON

By:

Martin J. Griffin
Its Mayor

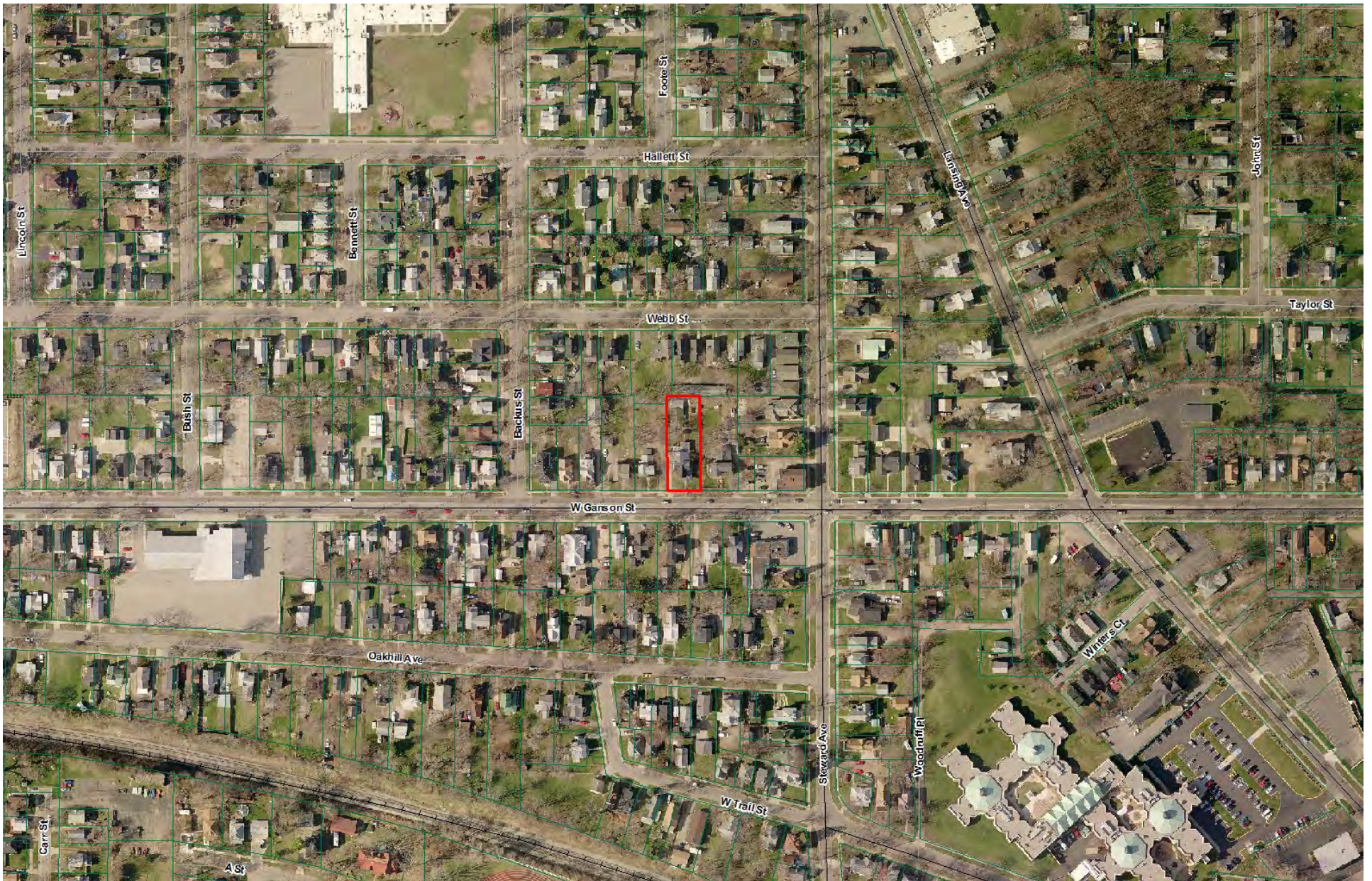
Approval as to form:

City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burtch
City Manager

514 W Ganson St



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

This Agreement, entered into on the _____ day of _____, 2013 between Michael A. W. Caligiuri and Amanda L. Caligiuri, husband and wife, (“Owners”), whose address is 514 W. Ganson Street, Jackson, MI 49201 and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owners own title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 9, Block 2, Seaton’s Addition to the City of Jackson,
according to the recorded plat thereof, as recorded in Liber
7 of Plats, Page 5, Jackson County Records

and commonly known as 514 W. Ganson Street, Jackson, Michigan (“the property”);

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

WHEREAS, Owners and the City desire to have the building removed from the property or rehabilitated and acknowledge that its removal of rehabilitation is for the betterment of the public’s health, safety, and welfare; and;

WHEREAS, Owners wish to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition or rehabilitate at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

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

- C. Owners certify that no liens, mortgages, or other ownership interests exist concerning said property.
- D. Owners shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owners shall pay all outstanding property taxes owed on the property.
- F. The City shall demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or rehabilitate the building(s).
- G. Owners shall not be responsible for any of the costs of rehabilitating or demolishing the building(s), removal of demolition debris, or site grading and restoration.
- H. At the time of transfer of the property, the Owners must pay in full any and all liens, special assessments, judgments, invoices or other indebtedness of the Owners due to the City related to the property.
- I. Owners certify that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owners shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Michael A. W. Caligiuri

Amanda L. Caligiuri

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

Approval as to form:

City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burtch
City Manager

408 Northwood Ln



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

This Agreement, entered into on the _____ day of _____, 2013 between Michael A. W. Caligiuri and Amanda L. Caligiuri, husband and wife, (“Owners”), whose address is 514 W. Ganson, Jackson, MI 49201 and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owners own title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lots 14 and 15, Davis Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Pages 21 and 22, Jackson County Records

and commonly known as 408 Northwood Lane, Jackson, Michigan (“the property”);

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

WHEREAS, Owners and the City desire to have the building removed from the property or rehabilitated and acknowledge that its removal or rehabilitation is for the betterment of the public’s health, safety, and welfare; and;

WHEREAS, Owners wish to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition or to rehabilitate the building at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

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

- C. Owners certify that no liens, mortgages, or other ownership interests exist concerning said property.
- D. Owners shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owners shall pay all outstanding property taxes owed on the property.
- F. The City shall demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or rehabilitate the building(s).
- G. Owners shall not be responsible for any of the costs of demolishing or rehabilitating the building(s), removal of demolition debris, or site grading and restoration.
- H. At the time of transfer of the property, Owners shall pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owners due to the City related to the property.
- I. Owners certify that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owners shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Michael A. W. Caligiuri

Amanda L. Caligiuri

CITY OF JACKSON

By: _____
Martin J. Griffin
Its Mayor

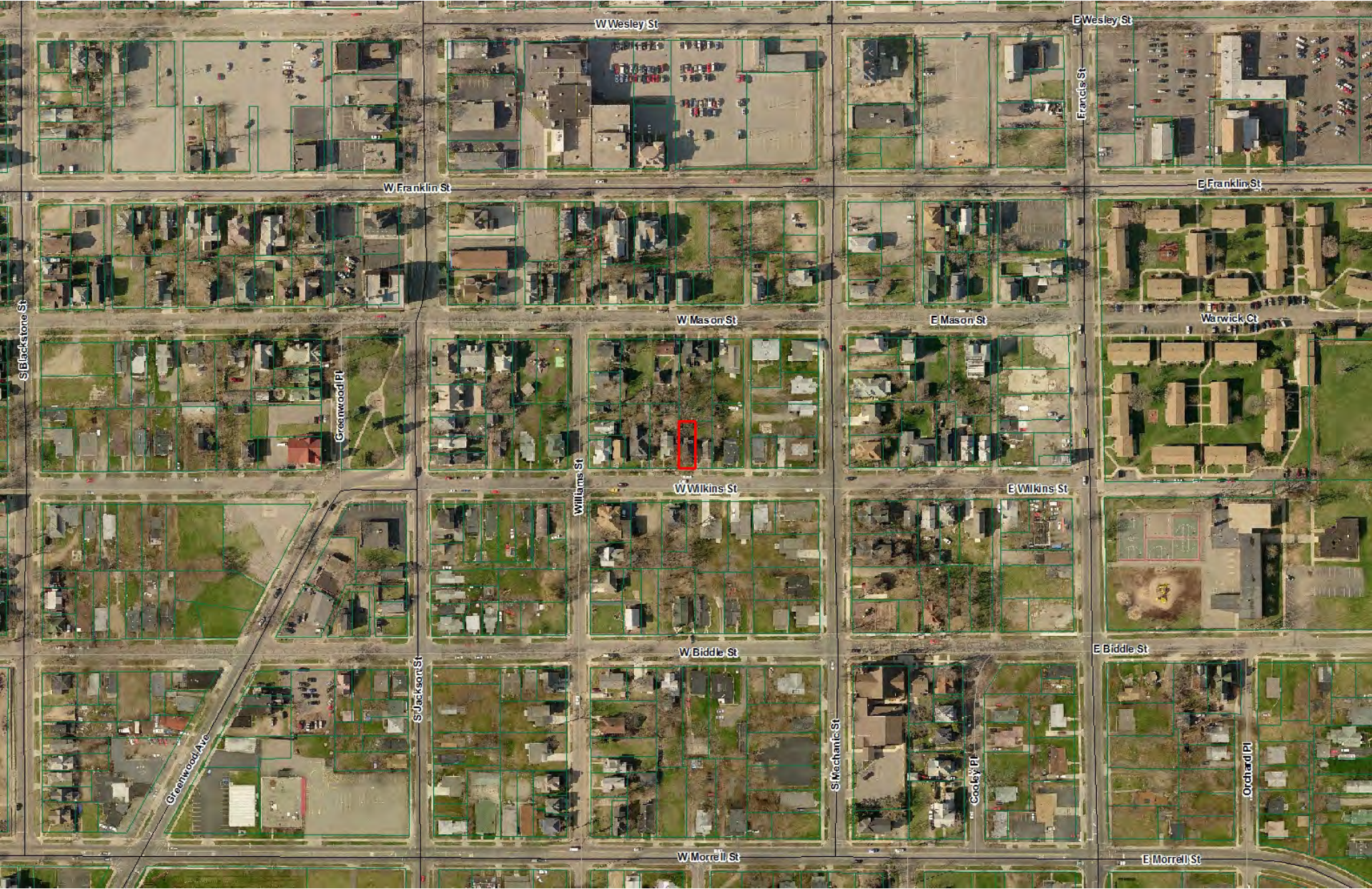
Approval as to form:

Bethany M. Smith
City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burtch
Patrick Burtch
City Manager

114 W Wilkins St



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

This Agreement, entered into on the _____ day of _____, 2013 between Yu Jun Sun and Meixin Li, husband and wife, (“Owners”), whose address is 13508 Deerbrook Drive, Potomac, MD 28054, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owners own title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 164, Assessor’s South Plat, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 27, Jackson County Records, Jackson County Records

and commonly known as 114 W. Wilkins Street, Jackson, Michigan (“the property”);

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

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

WHEREAS, Owners wish to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owners certify that no liens, mortgages, or other ownership interests exist concerning said property.

- D. Owners shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owners shall pay all outstanding property taxes owed on the property.
- F. The City shall demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site.
- G. Owners shall not be responsible for any of the costs of demolishing the building(s), removal of demolition debris, or site grading or restoration.
- H. At the time of transfer of the property, the Owners shall pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owners due to the City related to the property.
- I. Owners certify that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owners shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Yu Jun Sun

Meixin Li

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

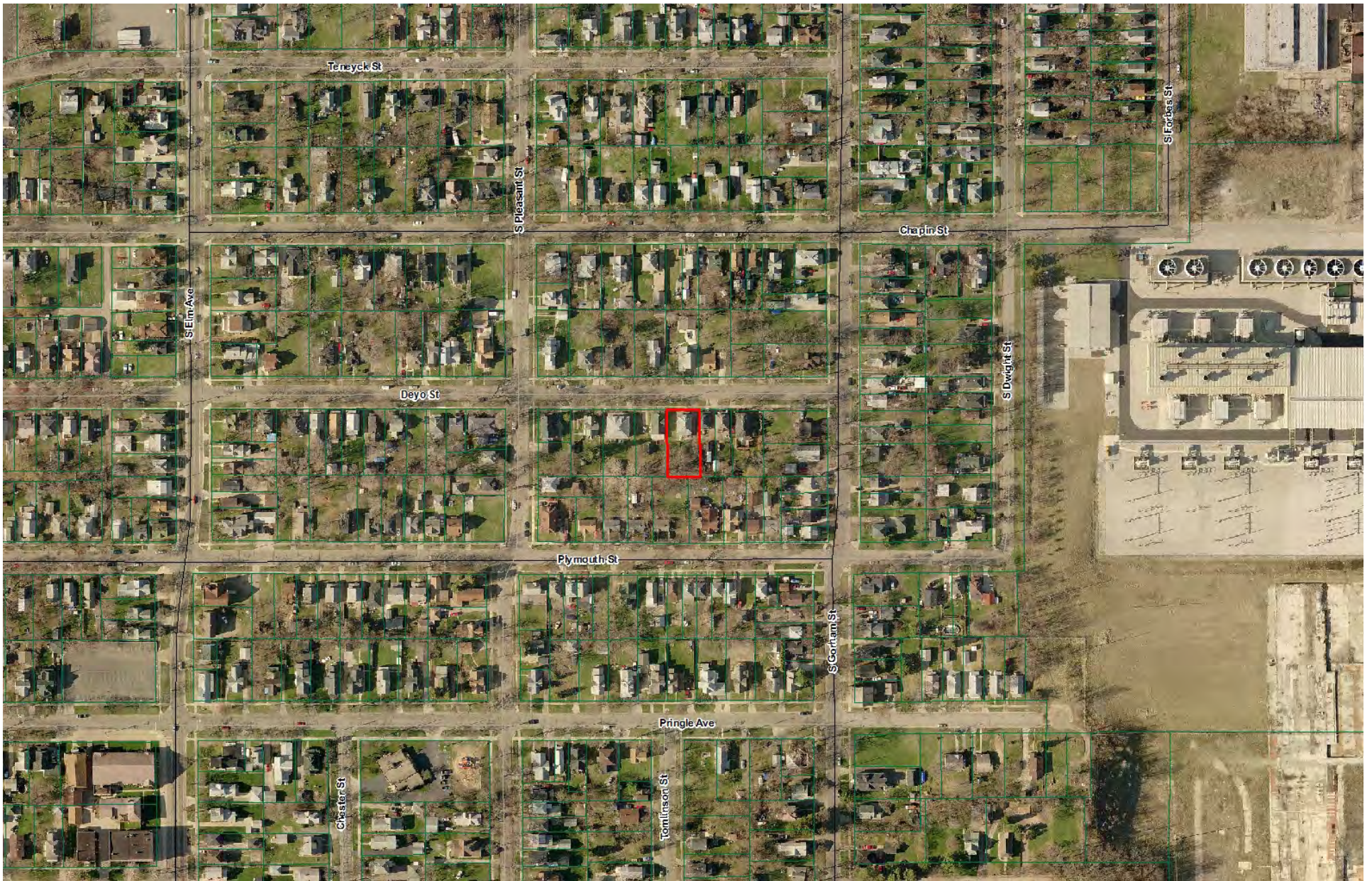
Approval as to form:

Bethany M. Smith
City Attorney's Office
By: Bethany M. Smith

Approval as to content:

Patrick Burtch
Patrick Burtch
City Manager

1819 Deyo St



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

This Agreement, entered into on the _____ day of _____, 2013 between Carl Zelambo and _____ Zelambo, husband and wife, ("Owner"), whose address is 7174 Adwen Street, Downey, California 90241, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("the City"),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 9, Block 37, East Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 7, Jackson County Records

and commonly known as 1819 Deyo Street, Jackson, Michigan ("the property");

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition at the City's expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.

- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, Owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site.
- H. Owner shall not be responsible for any of the costs of demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Carl Zelambo

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

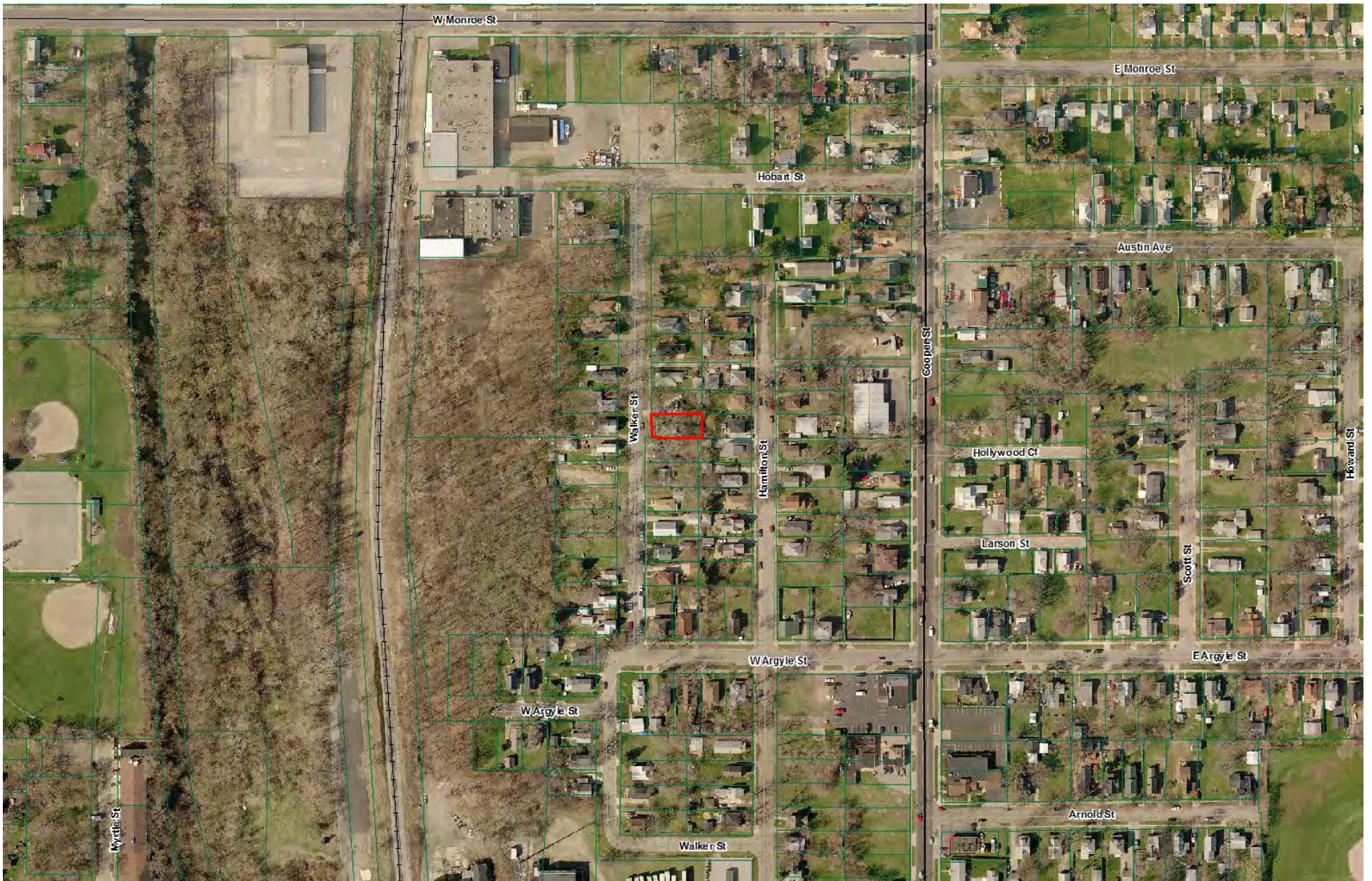
Approval as to form:

Bethany M. Smith
City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burtch
Patrick Burtch
City Manager

1119 Walker St



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

This Agreement, entered into on the _____ day of _____, 2013 between Jeff L. Every and Julie A. Every, husband and wife, ("Owner"), whose address is 440 W. Cherry Street, Mason, MI 48854, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("the City"),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 27, Smart's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 8 of Plats, Page 6, Jackson County Records.

and commonly known as 1119 Walker Street, Jackson, Michigan ("the property");

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition or rehabilitate the building at the City's expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.

- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, Owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall either demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or may rehabilitate the building(s) on the property.
- H. Owner shall not be responsible for any of the costs of rehabilitation of the building(s), or for demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Jeff L. Every

Julie A. Every

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

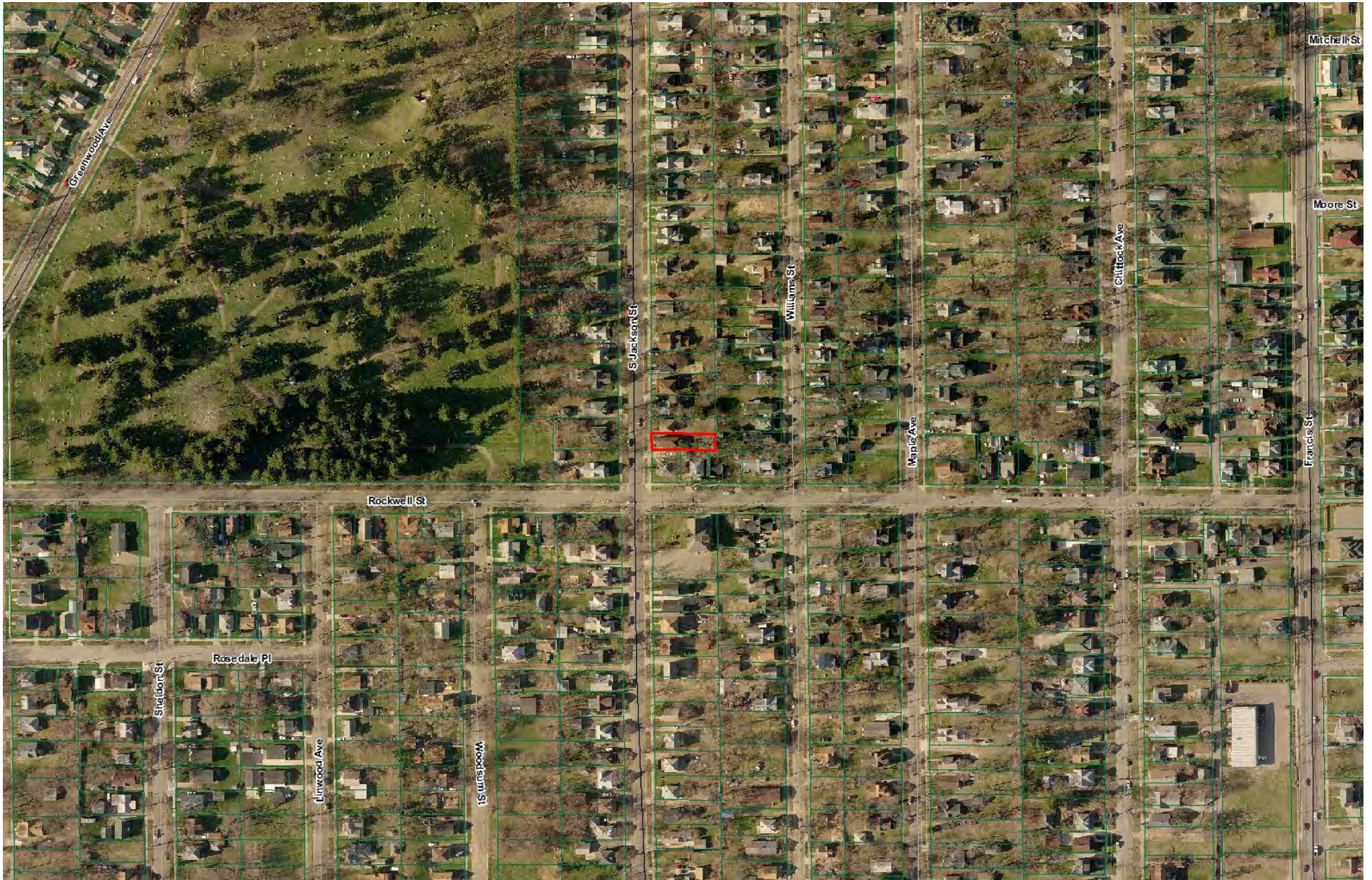
Approval as to form:

Bethany M. Smith
City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burch
Patrick Burch
City Manager

1041 S Jackson St



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

This Agreement, entered into on the _____ day of _____, 2013 between Jeff L. Every and Julie A. Every, husband and wife, ("Owner"), whose address is 440 W. Cherry Street, Mason, MI 48854, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("the City"),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 65, Assessor's South Plat, according to the recorded plat thereof,
as recorded in Liber 9 of Plats, Page 27, Jackson County Records.

and commonly known as 1041 South Jackson Street, Jackson, Michigan ("the property");

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition or rehabilitate the building at the City's expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.

- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, Owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall either demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or may rehabilitate the building(s) on the property.
- H. Owner shall not be responsible for any of the costs of rehabilitation of the building(s), or for demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Jeff L. Every

Julie A. Every

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

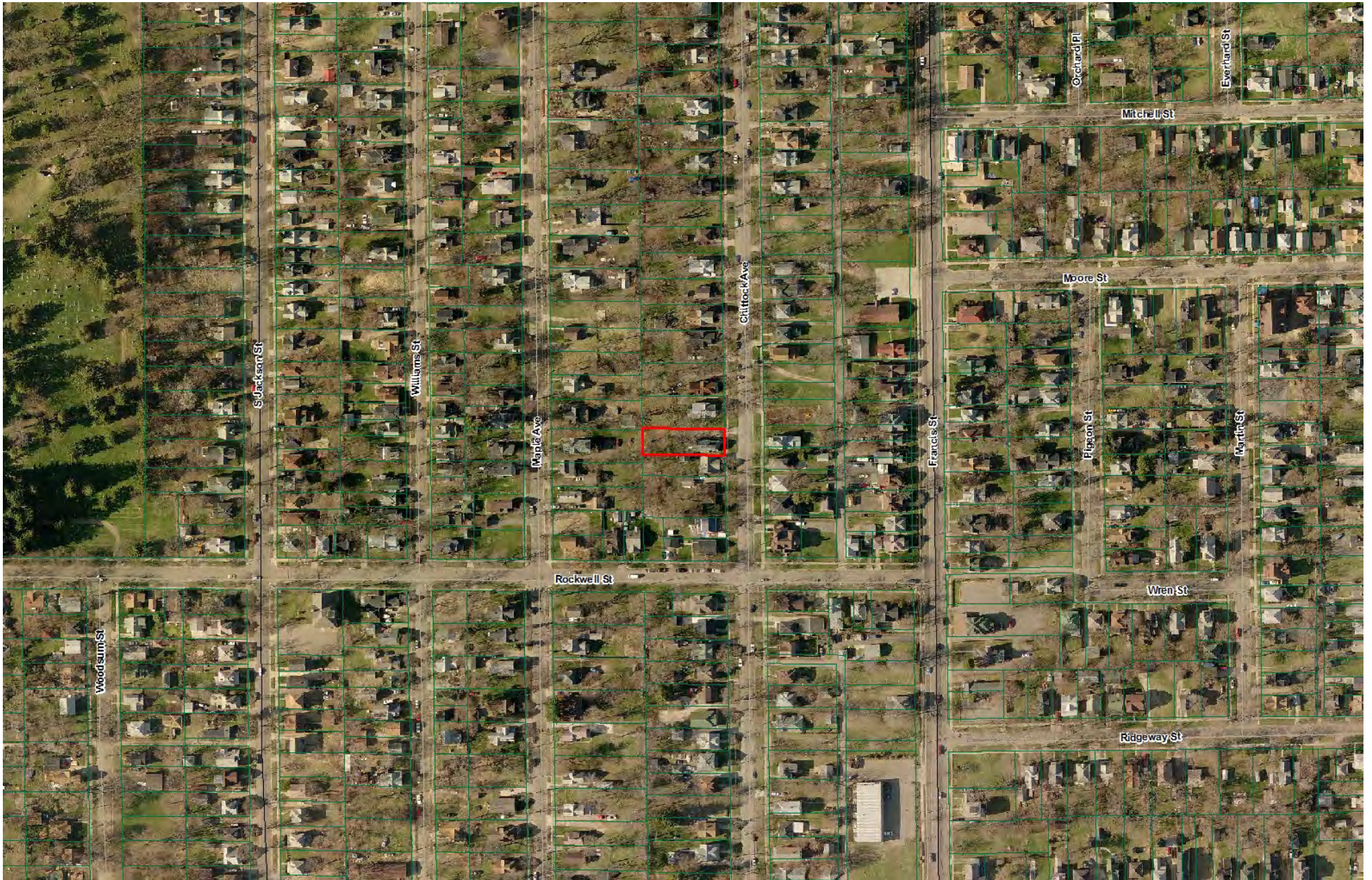
Approval as to form:

Bethany M. Smith
City Attorney's Office
By: Bethany M. Smith

Approval as to content:

Patrick Burch
Patrick Burch
City Manager

1042 Chittock Ave



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

This Agreement, entered into on the _____ day of _____, 2013 between Jeff L. Every and Julie A. Every, husband and wife, (“Owner”), whose address is 440 W. Cherry Street, Mason, MI 48854, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 26, Chittock’s Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 16, Jackson County Records.

and commonly known as 1042 Chittock Street, Jackson, Michigan (“the property”);

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition or rehabilitate the building at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

- A. The above recitals are incorporated by reference into this Agreement and form an integral part of this Agreement.
- B. This agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.

- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, Owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall either demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or may rehabilitate the building(s) on the property.
- H. Owner shall not be responsible for any of the costs of rehabilitation of the building(s), or for demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.
- N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Jeff L. Every

Julie A. Every

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

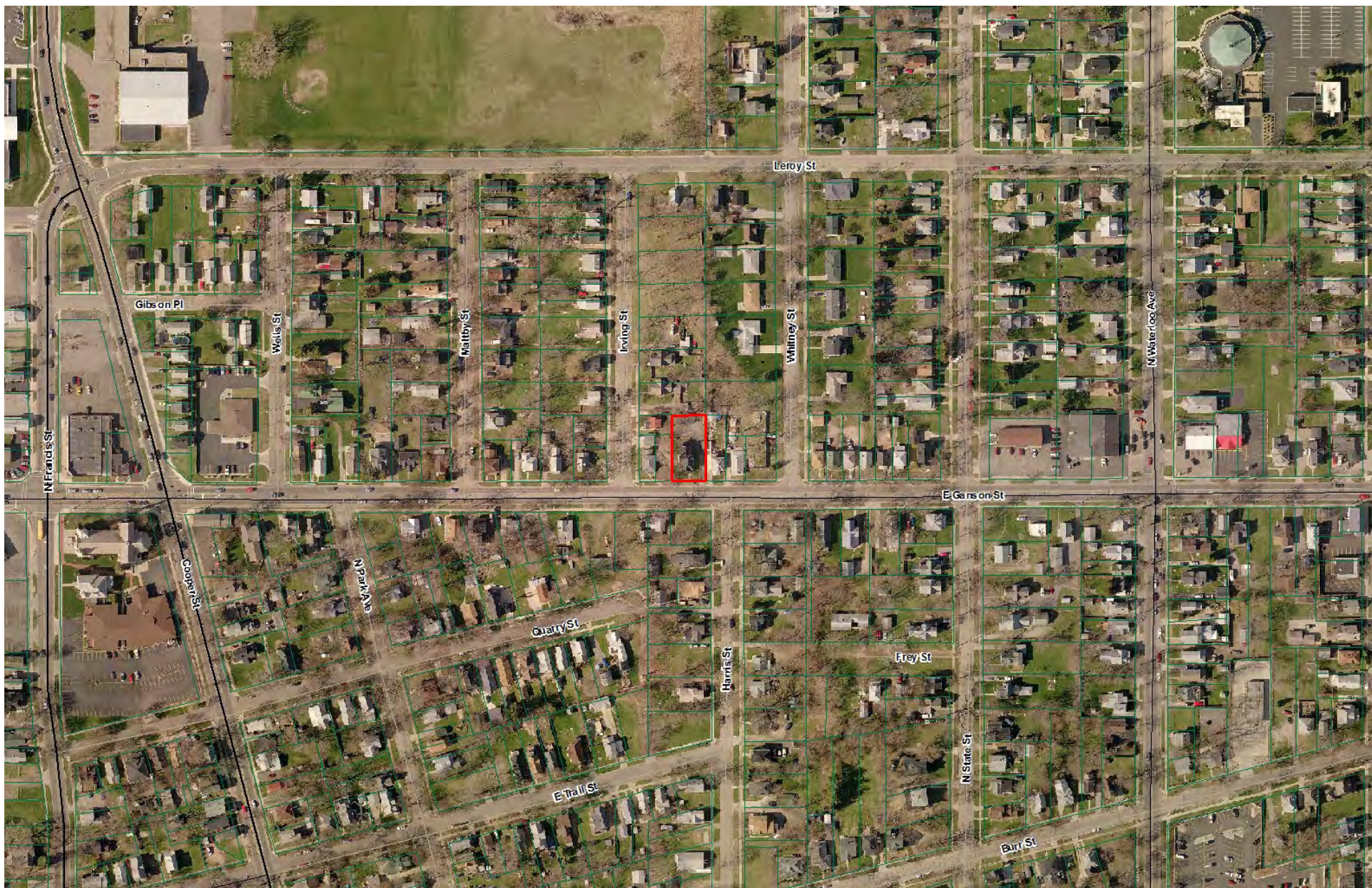
Approval as to form:

Bethany M. Smith
City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burtch
Patrick Burtch
City Manager

704 E Ganson St



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

This Agreement, entered into on the _____ day of _____, 2013 between Richard Satoshi Fujikawa and Kathy Teruko Fujikawa, husband and wife, (“Owner”), whose address is 5253 Oio Dr., Honolulu, HI 96821, and the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 (“the City”),

RECITALS

WHEREAS, Owner owns title to real property located within the City of Jackson, County of Jackson, State of Michigan to wit:

Lot 1, Block 2, Bingham’s Addition to the City of Jackson,
according to the recorded plat thereof, as recorded in
Liber 3 of Plats, Page 32, Jackson County Records.

and commonly known as 704 East Ganson Street, Jackson, Michigan (“the property”);

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

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

WHEREAS, Owner wishes to transfer title to the real property to the City in order to avoid liability for the costs of demolishing the structure on the property; and

WHEREAS, the City is willing to remove the building by demolition or to rehabilitate at the City’s expense upon transfer of the property to the City.

NOW THEREFORE, the parties mutually agree as follows:

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

- C. Owner certifies that no liens, mortgages, or other Ownership interests exist concerning said property.
- D. Owner shall convey the property to the City via quit claim deed.
- E. At the time of transfer of the property, Owner shall pay all outstanding property taxes owed on the property.
- F. At the time of transfer of the property, Owner will pay any and all liens, special assessments, judgments, invoices or other indebtedness of the Owner related to the property that are due and owing to the City.
- G. The City shall either demolish the building(s) on the property described above, remove all demolition debris, and grade and restore the site, or may rehabilitate the building(s) on the property.
- H. Owner shall not be responsible for any of the costs of rehabilitation of the building(s), or for demolishing the building(s), removal of demolition debris, or site grading and restoration.
- I. Owner certifies that there are no hazardous materials located, stored, kept, or maintained on or about the above described property.
- J. Except for acts of the City's sole negligence or wrongdoing, Owner shall indemnify, defend and save harmless City from and against any demand, liability, cost, damage, loss or claim, including property damage, personal injury or death, brought by any third party in connection with this Agreement and the demolition services performed by the City pursuant to this Agreement.
- K. If any one or more of the provisions of this Agreement or in any other document or instrument delivered pursuant to this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.
- L. This Agreement shall be binding upon the parties hereto and their successors, heirs and assigns.
- M. The failure of either party to enforce the terms of this Agreement shall not constitute a waiver of any such provision or the rights of any party at any time to avail themselves of such rights and remedies as either may have for any breaches of such provision.

N. The parties agree that any action relating to the Agreement shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan and governed by the laws of the State of Michigan.

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

The parties have signed this Agreement by their authorized officers or agents on the _____ day of _____, 2013.

Richard Satoshi Fujikawa

Kathy Teruko Fujikawa

CITY OF JACKSON

By: _____

Martin J. Griffin
Its Mayor

Approval as to form:

Bethany M. Smith
City Attorney's Office
By: *Bethany M. Smith*

Approval as to content:

Patrick Burtch
Patrick Burtch
City Manager



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 March 12, 2013

TO: Honorable Mayor Griffin and City Councilmembers
FROM: Patrick Burtch, City Manager
SUBJECT: Award Rehabilitation Contract for 619 W Ganson St to Concept Construction in the amount of \$35,179

RECOMMENDATION:

Approve the award of the rehabilitation contract for 619 W Ganson St to Concept Construction in the amount of \$35,179.

After receiving a direct referral from Councilmember Jaquish regarding a child residing at 619 W Ganson Street who has an elevated blood lead level, the Department of Neighborhood & Economic Operations rehabilitation staff inspected the property and developed specifications for rehabilitation.

Rehabilitation Specialist Kurt Fritz requested bids through the Purchasing Department for an owner-occupied rehabilitation project at the above address. For this particular project, staff developed a hybrid rehabilitation project combining aspects of the Emergency Hazard Program, Lead-Based Paint Hazard Elimination grant and the standard Residential Rehabilitation program. Since the home exhibited such high levels of lead, is occupied by a child with an elevated blood lead level, and contained interior features that rendered the property difficult to occupy, the hybrid case was necessary.

Five contractors attended the mandatory pre-bid walk through with four contractors submitting completed bids. The resulting bid tabulations are included for your review. The lowest acceptable bid is as follows:

Project	Contractor	Contract Amount
619 W Ganson St	Concept Construction	\$35,179

The homeowner has pre-qualified to receive funding through a CDBG/HOME rehabilitation loan (\$12,734 code, \$13,600 lead, \$8,845 incipient). The Contractor awarded this project is required to obtain a current installation floater on their general liability insurance policy.

Bid Tabulation
for
Housing Rehabilitation
at
619 Ganson

				Concept Construction 1619 Cascade Ct. Jackson, MI 49203	Alpha & Omega Construction Co. 2900 Shirley Drive Jackson, MI 49201	Synergy 1800 Star Batt Rochester Hills, MI 48309	Turn Key Home Improvement 10655 Knockaderry Dr. Grand Ledge MI 48837
Item #	Description	Code	Rehab Inspector Estimate	Unit Price	Unit Price	Unit Price	Unit Price
1	Vinyl Siding House & Garage	I	6650.00	4,465.00	7,988.00	8,700.00	6,875.00
2	Vinyl Siding House & Garage - LSWP	L	500.00	950.00	1,490.00	450.00	937.50
3	Soffit System	L	1800.00	1,075.00	1,900.00	2,150.00	2,500.00
4	Soffit System - LSWP	L	200.00	250.00	900.00	275.00	562.50
5	House Numbers	C	40.00	25.00	45.00	35.00	93.75
6	7 Double Hung Windows on Porch	I	2100.00	2,135.00	1,799.00	2,765.00	2,902.50
7	2 Storm Doors	C	500.00	480.00	479.00	490.00	530.00
8	2 Double Hung Windows North	L	650.00	640.00	526.00	790.00	756.25
9	2 Double Hung Windows North - LSWP	L	100.00	100.00	139.00	65.00	312.50
10	3 Double Hung Windows West	L	975.00	925.00	755.00	860.00	1,037.50
11	3 Double Hung Windows West - LSWP	L	150.00	150.00	198.00	65.00	312.50
12	5 Cellar Windows and 1 Closure	L	1250.00	960.00	1,300.00	1,250.00	2,562.50
13	5 Cellar Windows and 1 Closure - LSWP	L	250.00	250.00	248.00	125.00	312.50
14	Handrail West	I	175.00	220.00	225.00	290.00	375.00
15	2 Double Hung Windows South	L	650.00	520.00	498.00	815.00	756.25
16	2 Double Hung Windows South - LSWP	L	100.00	100.00	140.00	65.00	312.50
17	1 Double Hung Window East	L	325.00	260.00	275.00	395.00	416.50
18	1 Double Hung Window East - LSWP	L	50.00	50.00	69.00	36.00	125.00
19	1 Slider Window East	L	325.00	285.00	288.00	395.00	416.25
20	1 Slider Window East - LSWP	L	50.00	50.00	70.00	36.00	125.00
21	2 Window Closures East	L	200.00	500.00	188.00	190.00	125.00
22	2 Window Closures East - LSWP	L	100.00	150.00	70.00	36.00	62.50
23	Steel Overhead Door	L	950.00	870.00	1,100.00	450.00	875.00
24	Steel Overhead Door - LSWP	L	50.00	100.00	170.00	45.00	187.50
25	Tree Removals	C	2500.00	2,500.00	2,500.00	2,100.00	1,875.00
26	Chain Link Fence	I	2500.00	2,025.00	1,500.00	2,750.00	1,312.50
27	Lead Paint Encapsulant	L	2555.00	865.00	2,675.00	1,450.00	2,625.00
28	Replace Bathroom Door	L	350.00	225.00	375.00	1,250.00	500.00
29	Replace Bathroom Door - LSWP	L	50.00	50.00	70.00	75.00	125.00
30	Door Closure Bathroom	L	175.00	235.00	140.00	425.00	93.75
31	Door Closure Bathroom - LSWP	L	50.00	50.00	70.00	75.00	62.50
32	Drywall Bathroom	L	650.00	705.00	675.00	3,150.00	750.00
33	Drywall Bathroom - LSWP	L	50.00	50.00	88.00	45.00	62.50
34	Paint Bathroom	C	325.00	250.00	550.00	225.00	375.00
35	Underlayment Bath Floor	C	100.00	75.00	150.00	120.00	218.75
36	Vinyl Bath Floor	C	250.00	210.00	350.00	315.00	1,187.50
37	Bathtub Wall Kit	C	375.00	270.00	488.00	780.00	1,875.00
38	Bathroom Register	C	200.00	175.00	125.00	60.00	31.25

Bid Tabulation
for
Housing Rehabilitation
at
619 Ganson

				Concept Construction 1619 Cascade Ct. Jackson, MI 49203	Alpha & Omega Construction Co. 2900 Shirley Drive Jackson, MI 49201	Synergy 1800 Star Batt Rochester Hills, MI 48309	Turn Key Home Improvement 10655 Knockaderry Dr. Grand Ledge MI 48837
Item #	Description	Code	Rehab Inspector Estimate	Unit Price	Unit Price	Unit Price	Unit Price
39	Medicine Cabinet	C	100.00	110.00	120.00	90.00	125.00
40	Replace Lower Bedroom Door	L	250.00	185.00	248.00	390.00	318.75
41	Replace Lower Bedroom Door - LSWP	L	50.00	50.00	70.00	45.00	62.50
42	Drywall Bedroom Closet	L	200.00	225.00	275.00	325.00	375.00
43	Drywall Bedroom Closet - LSWP	L	50.00	75.00	50.00	45.00	62.50
44	Kitchen Base Cabinets	C	1100.00	1,610.00	1,150.00	1,240.00	932.50
45	Kitchen Countertops	C	350.00	365.00	475.00	490.00	562.50
46	Kitchen Wall Cabinets	C	900.00	810.00	1,475.00	1,170.00	925.00
47	Drywall Kitchen Wall	C	200.00	235.00	298.00	525.00	1,062.50
48	Drywall Kitchen Wall - LSWP	L	50.00	50.00	149.00	60.00	125.00
49	Replace Cellar Door	L	250.00	185.00	250.00	390.00	318.75
50	Replace Cellar Door - LSWP	L	50.00	50.00	70.00	45.00	62.50
51	Stair Liners and Nosings	L	350.00	345.00	488.00	460.00	375.00
52	Attic Access	L	150.00	45.00	65.00	75.00	93.75
53	Attic Access - LSWP	L	50.00	15.00	35.00	45.00	62.50
54	Replace Upper Bedroom Door	L	250.00	235.00	238.00	390.00	318.75
55	Replace Upper Bedroom Door - LSWP	L	50.00	50.00	70.00	45.00	125.00
56	Lead Clearance	L	600.00	600.00	1,750.00	450.00	2,125.00
57	Plumbing	C	3075.00	3,723.00	2,700.00	2,450.00	2,756.25
58	Electrical	C	1550.00	1,896.00	2,190.00	1,475.00	2,250.00
59	Seal All Wood Floors	L	1000.00	1,125.00	1,450.00	2,650.00	1,800.00
	TOTAL BID		38,895.00	35,179.00	44,232.00	46,448.00	49,404.00
		I	11,425.00	8,845.00	11,512.00	14,505.00	11,465.00
		L	15,905.00	13,600.00	19,625.00	20,378.00	23,139.00
		C	11,565.00	12,734.00	13,095.00	11,565.00	14,800.00



City of Jackson

Department of Personnel & Labor Relations

Crystal Y. Dixon, Director

CITY COUNCIL MEETING
March 12, 2013

MEMO TO: Honorable Mayor and City Council Members

THRU: Patrick Burtch, City Manager *P Burtch*

FROM: Crystal Y. Dixon, City/County Director of Human Resources ^{CYD}

SUBJECT: Request to Amend Personnel Policy (Article VI – Unclassified Service)

RECOMMENDATION: To amend the Personnel Policy Article VI – Unclassified Service and add the Class Title of Economic Development Director, Class Grade 15 and authorize the City Manager to negotiate and set performance based incentives for this classification.

City Administration has proposed the creation of an Economic Development Director position (non-union contractual position) that will provide concentrated focus on the retention and recruitment of entities that will provide jobs, improved tax base, blight removal, and community and neighborhood stabilization to the City of Jackson.

Background Information:

Under the general direction of the City Manager, the Economic Development Director provides professional and managerial expertise to the retention and recruitment of entities to the City of Jackson that will provide jobs, tax base, blight removal and community and neighborhood stabilization. This position will bring clarity and focus to economic development with a system to measure performance based upon achievement of goals.

The proposed Economic Development Director job description is enclosed and based upon the job factors and available market data, it is recommended that this position be compensated at Class Grade 15. That pay range is a minimum of \$57,935 to a maximum of \$81,069. It is also recommended that the City administration consider establishing and negotiating a performance based incentive plan with the selected candidate that provides lump sum compensation at target dates after specific measurable goals/deliverables have been achieved. These could include the number of new jobs created in Jackson, number of new companies relocating to Jackson, number of business expansions in Jackson in which the Economic Development Director was involved, etc.

Thank you for your consideration.

Enclosures

Class Grade 15

Position Title – Economic Development Director

General Summary

Under the general direction of the City Manager, the Economic Development Director provides professional and managerial expertise to the retention and recruitment of entities to the City of Jackson that will provide jobs, tax base, blight removal and community and neighborhood stabilization. Brings clarity and focus to economic development with a system to measure performance based upon achievement of goals.

Examples of Duties

1. Working as a senior member of the City of Jackson's senior management team, the Economic Development Director shall identify and prepare sites, meet and understand property owners, meet and understand business and industrial owners and managers, with a goal of expediting positive economic development in the City. Positive economic development is defined as preserving or creating jobs, expanding the tax base, elimination of blight and the stabilization of the community and neighborhoods.
2. The Economic Development Director shall forge strong relationships with the various local, State of Michigan and federal agencies that have resources or access to resources to include tax incentives, Brownfield funding, job training or transportation and environmental approvals required to achieve economic development. Examples of those entities include Michigan Economic Development Corporation (MEDC), the Enterprise Group, the Michigan Housing Development Authority (MSHDA), Michigan Business One Stop (MBOS), Department of Treasury, Department of Transportation, and Environmental Protection Agency (EPA).
3. Advise the City Manager and the City Council on all economic development issues and recommend action(s) and policy(s) to promote responsible economic growth.
4. Responsible for a coordinated outreach program to include web page based upon best practices to encourage and record website visitors that allow for follow up direct contact; direct visits both inter and intra state and country to attract development. Responsible for the creation and support of long range strategies for marketing the City of Jackson.

The above examples of duties are intended to generally describe the nature and the level of work required to be successful in the position. The examples of duties are not to be construed as restrictive. Consequently, other duties may be developed and implemented in order to meet the stated goals.

Minimum Qualifications and/or Requirements:

Must have a Bachelor's degree in business, public administration, political science, community development, planning or a related field along with five (5) years of economic development experience in a governmental agency or municipality or a not for profit economic development corporation. Must have a demonstrated track record of experience with business and industrial retention and recruitment activities. Must have a demonstrated understanding of the various programs provided by local, state and federal entities for grants and assistance in the site development and retention and recruitment of entities that create or preserve jobs or tax base. Must have excellent oral and written communication skills. Must possess a valid driver's license. Must be able to work outside the standard business day.

In addition, as in all City positions, the individual so selected shall have the demonstrated ability to read, write, speak and understand the English language; the ability to follow written and oral instruction; the ability to collaborate, get along with others and conduct themselves civilly. City employees are expected to possess and maintain a record of law abiding citizenship, sobriety, integrity and loyalty. The successful candidate must be physically and mentally able to perform the essential duties of their position without excessive absences with or without accommodations. City employees are required to establish residency within 20 miles of the city limits within 12 months of hire and maintain throughout employment.

Physical Demands and Work Environment

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have normal (or corrected to normal) vision and hearing and must be able to accurately decipher colors visually. May be required to occasionally lift objects weighing up to 50 pounds. While performing the duties of this job, the employee is regularly required to orally communicate in person and by telephone, read regular and small print, sit, use limited mobility in an office setting, use manual dexterity to use a personal computer, and use sight to read and prepare documents and reports. The typical work environment of this job is a business office setting where the noise level is quiet or moderate. The employee must be able to enter, exit and operate a motor vehicle.

Approved by the City Manager: _____
Patrick Burtch

Date

Approved by the City/County
Director of Human Resources: _____
Crystal Y. Dixon

Date

Rev. 3/2013




City of Jackson

Department of Personnel & Labor Relations

Crystal Y. Dixon, Director

CITY COUNCIL MEETING
March 12, 2013

MEMO TO: Honorable Mayor and City Council Members
THRU: Patrick Burtch, City Manager 
FROM: Crystal Y. Dixon, City/County Director of Human Resources ^{CYD}
SUBJECT: Request to Amend Personnel Policy (Article VI – Unclassified Service)

RECOMMENDATION: To amend the Personnel Policy Article VI – Unclassified Service and add the Class Title of Assistant to the City Manager, Class Grade 13.

City Administration has proposed the creation of an Assistant to the City Manager position (non-union contractual position) that will perform highly responsible and complex professional administrative work while assisting the City Manager in planning and organizing the administrative activities and operations of the City.

Background Information:

The Assistant to the City Manager performs highly responsible and complex professional administrative work while assisting the City Manager in planning and organizing the overall administrative activities and operations of the City; plans and coordinates a variety of complex projects; exercises supervision over professional and clerical staff; provides highly complex staff assistance to the City Manager; and performs related work as required.

The proposed job description for the Assistant to the City Manager is enclosed and based upon the job factors and available market data, it is recommended that this position be compensated at Class Grade 13. That pay range is a minimum of \$51,801 to a maximum of \$72,563.

Thank you for your consideration.

Enclosure

Class Grade - 13

Position Title - Assistant to the City Manager

General Summary

Under general direction of the City Manager, the Assistant to the City Manager performs highly responsible and complex professional administrative work while assisting the City Manager in planning and organizing the overall administrative activities and operations of the City; plans and coordinates a variety of complex projects; exercises supervision over professional and clerical staff; provides highly complex staff assistance to the City Manager; and performs related work as required.

Examples of Duties

1. Review, interpret, develop, modify, and implement City policies and their application to specific situations in departments; and resolve conflicts involving interpretation of such policies.
2. Write reports, conduct analyses, and develop recommendations concerning policy issues and program operations for the City Manager and City Council.
3. Undertake special studies/projects relating to the City Administration function as well as other City functions.
4. Assist the City Manager in the development, analysis and review of the proposed City budget, including recommendations made to the City Council, and the review and monitoring of budget expenditures.
5. Prepare and monitor the budgets for the Office of the City Manager.
6. Represent the City and the City Manager's Office to outside agencies and organizations and individuals; provide technical assistance as necessary.
7. Produce internal and external communications, such as City newsletter, press releases and communications to employees.
8. Assist in developing plans and action for economic development and future land use.
9. Coordinate reports and meetings that involve various City departments and staff members on behalf of the City Manager.
10. May manage certain City contracts as assigned by the City Manager.
11. May review and evaluate city-wide employee performance evaluations and take action regarding personnel matters, in conjunction with the Personnel Director, as assigned.
12. May serve as acting City Manager in the City Manager's absence.
13. Assist in the review of major contracts, proposed facilities, and/or new program activities for loss and insurance implications.

Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed. Knowledge of the department performance goals and initiatives. Knowledge of departmental relationships with boards and commissions as well other public and private agencies. Knowledge of the fiscal and budget preparation. Knowledge of supervisory and managerial techniques and methods. Skill in oral and written communication and effective interpersonal relations skills. Skill in handling multiple tasks and prioritizing. Skill in data analysis and problem solving. Skill in the use of computers and related software. Skill in planning and organizing. Skill in data analysis and problem solving. Ability to confer with individuals on behalf of the City Manager. Ability to gather and analyze data regarding sensitive issues relating to the operations within department. Ability to work with frequent interruptions and changes in priorities. Ability to establish and maintain good working relationships with other City employees and the public.

Minimum Qualifications and/or Requirements:

Must have a Bachelor’s degree from an accredited college in Public Administration, Business Administration, or a closely related field. A Master’s degree in Public Administration or related field is desired. Must have at least five (5) years of professional experience in municipal public administration that has included at least two years of supervision and contract administration. Must have excellent oral and written communication skills. Must possess a valid driver’s license. Must be able to work outside the standard business day.

In addition, as in all City positions, the individual so selected shall have the demonstrated ability to read, write, speak and understand the English language; the ability to follow written and oral instruction; the ability to collaborate, get along with others and conduct themselves civilly. City employees are expected to possess and maintain a record of law abiding citizenship, sobriety, integrity and loyalty. The successful candidate must be physically and mentally able to perform the essential duties of their position without excessive absences with or without accommodations. City employees are required to establish residency within 20 miles of the city limits within 12 months of hire and maintain throughout employment.

Physical Demands and Work Environment

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have normal (or corrected to normal) vision and hearing and must be able to accurately decipher colors visually. May be required to occasionally lift objects weighing up to 50 pounds. While performing the duties of this job, the employee is regularly required to orally communicate in person and by telephone, read regular and small print, sit, use limited mobility in an office setting, use manual dexterity to use a personal computer, and use sight to read and prepare documents and reports. The typical work environment of this job is a business office setting where the noise level is quiet or moderate. The employee must be able to enter, exit and operate a motor vehicle.

Approved by the City Manager: _____
Patrick Burtch Date

Approved by the City/County
Director of Human Resources: _____
Crystal Y. Dixon Date




City of Jackson

Department of Personnel & Labor Relations

Crystal Y. Dixon, Director

CITY COUNCIL MEETING
March 12, 2013

MEMO TO: Honorable Mayor and City Council Members

THRU: Patrick Burch, City Manager 

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

SUBJECT: Request to Amend Personnel Policy (Article VI – Unclassified Service)

RECOMMENDATION: To amend the Personnel Policy Article VI-2A. – Unclassified Service and add the Class Title of Senior Civil Engineer, Class Grade 14.

City Administration has proposed a reorganization of the City Engineer's Office and the creation of a Senior Civil Engineer classification (non-union position) that will provide complex and senior level engineering services under the direction of the City Engineer.

Background Information:

Under direction of the City Engineer, the Senior Civil Engineer will oversee the Engineering staff; oversee all aspects of construction project implementation; will act as the City Engineer in his/her absence, and augment the City Engineer in day to day operations of Engineering.

The proposed Senior Civil Engineer job description is enclosed and based upon the job factors, and available market data, it is recommended that this position be compensated at Class Grade 14. That pay range is a minimum of \$54,968 to a maximum of \$76,914.

Thank you for your consideration.

Enclosure

Class Grade - 14

TITLE: SENIOR CIVIL ENGINEER

General Summary:

Under direction of the City Engineer to oversee the Engineering staff; to initiate or assist others with development of needed public works projects; to oversee all aspects of construction project implementation; to act as City Engineer in his/her absence and augment the City Engineer in day to day operations of Engineering.

Typical Duties:

1. Plan, design, prepare contract and supervise construction for public works projects, including streets, water mains, sanitary sewers, storm drains, buildings and related work.
2. Oversee the engineering design staff in planning, designing, contract preparation and construction supervision for public works projects, including streets, water mains, sanitary sewers, storm drains, building and related work.
3. Oversee the traffic engineering staff in planning, designing, contract preparation and construction supervision for traffic engineering projects, including traffic signal improvements, traffic sign improvements, pavement marking projects and related work.
4. Develop and administer budgets for those areas of assigned responsibility, including project budgets.
5. Assume and perform responsibilities of City Engineer in his/her absence. Represent the City Engineer with various persons, groups or organizations concerned with an engineering interest.
6. Observe the need for, initiate and be responsible for the completion of traffic engineering studies and to undertake those studies direction by the City Council or City Engineer.
7. Oversee the City's street lighting system, including proposing and implementing additions to, deletions from and maintenance and proper operation of that system.
8. Understand and implement personnel policy and labor agreements with regard to assigned employees.
9. Provide engineering and contract administration advice to other City departments.
10. Provide traffic engineering and related advice to other City departments.
11. Keep necessary records and prepare reports.
12. Drive vehicle while in the performance of duties.

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

Minimum Qualifications:

1. Must possess of bachelor's degree in civil/environmental engineering.

2. Must be licensed as a registered professional engineer in Michigan or be able to obtain such registration by reciprocity for a license held in another state.
3. Must have a minimum of eight (8) years of successful senior level professional engineering experience dealing with public works projects, including streets, sanitary sewers and storm drains, with such experience demonstrating progressively increasing responsibility.
4. Must have three (3) years successful performance within a governmental public works or engineering organization, dealing with personnel administration, budgeting and public policy.
5. Must have a valid Michigan driver's license, a good driving record and access to dependable transportation.

Physical Aspects of Job:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, walk, sit, use hands and fingers, talk and hear. The employee must be able to squat, stoop or kneel. The employee will occasionally lift and/or move up to 30 pounds of materials. Specific vision abilities required by this job include distance vision, close vision, accurate color vision, peripheral vision, depth perception, and the ability to adjust focus. While performing the duties of this job, the employee regularly works both indoors and outdoors. The employee may work near moving mechanical equipment. The noise level in the work environment is usually quiet or moderate, but may be loud.

Additional Requirements:

Experience as an engineering supervisor in a Michigan governmental organization is desirable. In addition to the above requirements, all City positions require: the ability to read, write, speak and understand the English language as necessary for the specific position; the ability to follow written and oral instructions; and the ability to get along with other employees and members of the public. City employees are also expected to possess and maintain a record of orderly law-abiding citizenship, sobriety, integrity and loyalty as it pertains to and reflects upon their employment with the City. City employees must be physically and mentally able to perform the essential duties of their position without excessive absences. City employees are required to establish residency within 20 miles of the city limits within 12 months of hire and maintain throughout employment.

Approved by City Manager:

Patrick H. Burtch

Date

Approved by City/County Director of Human Resources:

Crystal Y. Dixon

Date




City of Jackson

Dept. of Personnel & Labor Relations

Crystal Y. Dixon, Director

CITY COUNCIL MEETING
March 12, 2013

MEMO TO: Honorable Mayor and City Council Members

THRU: Patrick Burtch, City Manager 

FROM: Crystal Y. Dixon, City/County Director of Human Resources ^{CYD}

SUBJECT: Request to Amend Personnel Policy (Article VI – Unclassified Service)

RECOMMENDATION: To amend the Personnel Policy Article VI-2A. – Unclassified Service and add the Class Title of Records and Elections Coordinator, Class Grade 9.

City Administration has proposed a reorganization of the City Clerk's Office and the creation of a Records and Elections Coordinator classification (non-union position) that will assist the appointed City Clerk in preparing and conducting elections; managing a variety of systems for keeping City records and related duties for the City of Jackson.

Background Information:

Under the general supervision of the City Clerk, assists the City Clerk in preparing and conducting elections; processes tax abatements, special assessments and liquor license transfers; processes claims against the City; manages a variety of systems for keeping City records; assists and supervises the work of lower classified employees. The proposed Records and Elections Coordinator job description is enclosed and based upon the job factors, it is recommended that this position be compensated at Class Grade 9. That pay range is a minimum of \$40,139 to a maximum of \$56,154.

Thank you for your consideration.

Enclosure

Class Grade - 9

Title: Records and Elections Coordinator

General Summary:

Under the general supervision of the City Clerk, assists the City Clerk in preparing and conducting elections; processes tax abatements, special assessments and liquor license transfers; processes claims against the City; manages a variety of systems for keeping City records; assists and supervises the work of lower classified employees.

Typical Duties:

1. Assists the City Clerk in preparing and conducting elections, and tabulating returns, in accordance with state election law.
2. Assists the City Clerk in using specially designed software to prepare information for each precinct, tabulate votes, and generate related reports. Responsible for testing voting equipment and computer packs to ensure absolute accuracy.
3. Maintains election records.
4. Assists the City Clerk in processing requests for special industrial districts and tax exemptions. Interacts with the City Assessor, State Tax Commission and affected business(es) as appropriate.
5. Assists the City Clerk in processing special assessment rolls, including notices to property owners, legal notices and preparation of resolutions for City Council action.
6. Assists the City Clerk in administering licensing ordinances. Assists the City Clerk in maintaining records of licenses, including date of issue, expiration, name of licensee and purpose. Assists the City Clerk in processing liquor license transfers, including notices to affected parties and preparation of resolutions for City Council action. Interacts with applicants and various City and County officials.
7. Processes other requests for City Council action, such as street and alley vacations.
8. Processes claims for damages filed against the City. Coordinates claim review with City Attorney and affected department staff.
9. Maintains files and prepares annual billing for cemetery annual care.
10. May serve as a back-up to the City Clerk in serving as clerk to the City Council in the City Clerk's absence. Assists in the publication, filing, indexing, safekeeping of all proceedings of the City Council, as well as other official books and records of the City in the City Clerk's absence.
11. Attends City Council meetings, taking and transcribing minutes, as assigned.
12. Maintains a variety of City records, using paper and computer software recordkeeping systems. Uses computer software to index City Council meeting minutes and retrieve information from the system as requested.

13. Supervises office clerical staff as assigned. Conducts performance evaluations and initiates corrective action as is appropriate for staff supervised.
14. Publishes a variety of records, including legal notices and other documents.
15. Prepares accounts payable vouchers for department bills.
16. Prepares department payroll.
17. Assists the City Clerk with preparation of department budget.
18. Exercises all powers and duties of the City Clerk, in the event of his/her extended absence, death or temporary disability.
19. Assists in interviewing, selecting, training, assigning work and supervising temporary, part-time and permanent clerical employees and coordinating general clerical procedures for the work area.
20. Performs related clerical and minor administrative work as required.
21. Performs work of lower classified clerical employee as needed.

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

Minimum Qualifications and/or Requirements:

Must have at least an Associate's Degree with courses in business administration, management, accounting or related field, and four (4) years of successful, responsible experience in office management or office operations, banking, municipal record keeping, accounting, or related field. Prior experience supervising general office, clerical, accounting or similar staff is desirable. Must be able to draft correspondence, notices and minutes in a skillful and efficient manner, with proper grammar, punctuation and spelling. Must be able to type at least 50 wpm is desirable. Computer aptitude required, including working knowledge of computer systems and proficiency with computer software; must be able to use Microsoft Office software to prepare documents and to prepare spreadsheets; must be able to use appropriate software to maintain databases and generate reports therefrom. General accounting knowledge required. Ability to take meeting notes using shorthand or similar method is required. Must be able to organize, prioritize, meet deadlines, and handle multiple projects simultaneously. Must be able to exercise independent judgment, handle problem situations with initiative and resourcefulness. Must be able to establish and maintain effective working relations with government officials and employees, business owners and the general public.

Knowledge of laws, ordinances and regulations related to department functions is desirable. Experience with election and indexing software is desirable. Knowledge of City government procedures and elections is desirable.

In addition to the above requirements, all City positions require: the ability to read, write, speak and understand the English language as necessary for their position; the ability to follow written and oral instructions; and the ability to get along with other employees and members of the public. City employees are also expected to possess and maintain a record of orderly law-abiding citizenship,

sobriety, integrity and loyalty as it pertains to and reflects upon their employment with the City; and must be physically and mentally able to perform the essential duties of their position without excessive absences. City employees are required to establish residency within 20 miles of the city limits within 12 months of hire and maintain throughout employment.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, sit, use limited mobility in an office setting, use manual dexterity to type and enter data, and use sight to read and prepare documents and reports. The typical work environment of this job is a business office setting where the noise level is moderate. The job requires occasional travel to other work sites.

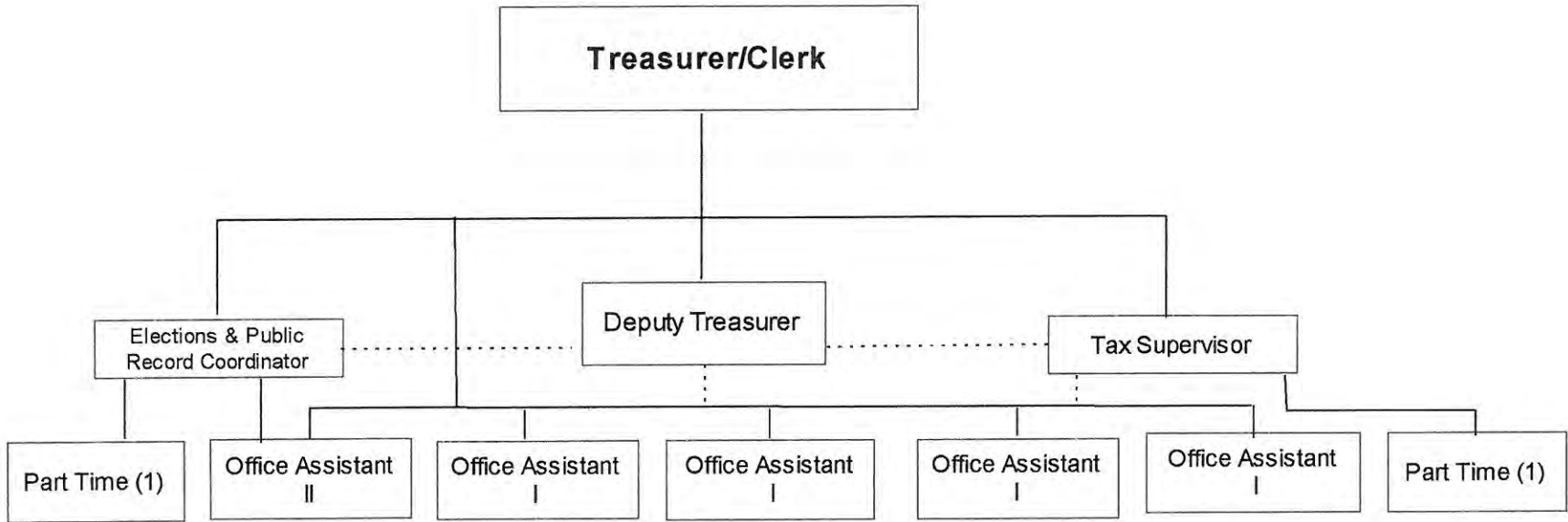
Approved by the City Manager: _____
Patrick Burtch

Date

Approved by the City/County
Director of Human Resources: _____
Crystal Y. Dixon

Date

03/13





Parks, Recreation and Grounds

161 W. Michigan Avenue · Jackson, MI 49201-1303
(517) 788-4040 · Facsimile (517) 768-5860
www.cityofjackson.org

CITY COUNCIL MEETING TUESDAY, MARCH 12, 2013

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Kelli M. Hoover, Director

SUBJECT: The City of Jackson Parks, Recreation and Cemeteries Department

RECOMMENDATION: To approve the Jackson Parks, Recreation and Cemeteries Department Organizational Chart for 2013-2014 fiscal year

Over the last year the City of Jackson Parks, Recreation and Cemeteries Department has taken steps to reorganize the department by moving the Parks staff headquarters from their Best Field location to Woodlawn Cemetery. The Parks and Cemeteries Departments collaborate on many projects, from working together in the Cemeteries, maintaining The Inter-City Trail, downtown snow removal, and throughout the parks system since April 2012. With the retirement of the Parks Supervisor this spring, the reorganizing of the position to Parks and Cemeteries Supervisor would be in line with the overall goal of Department wide cooperation.

The City of Jackson Recreation Department's organizational change would authorize the Recreation Superintendent position to oversee Nixon Pool, special events, multigenerational programming, and athletics. The consolidation of the Nixon Facility Supervisor, Program Supervisor and Recreation Superintendent will provide a more effective Department when dealing with everyday operations of the Recreation staff, facilities and programs.

The reorganization of the Department will be more efficient in many ways, including use of equipment, time, and staffing. The City will realize a savings of \$70,666 for the fiscal year 2013-2014.

KMH:sw

Director of Parks,
Recreation, Grounds &
Cemeteries

Office Assistant
1

Superintendent of
Ella Sharp Park

Supervisor of
Cemeteries, Parks
& Facilities

Superintendent of
Recreation and
Facilities

Greenskeeper
(1)

Part Time
Employees
(52)

Maintenance
Worker II (2)

Maintenance
Worker I (2)

Landscape
Tech I (1)

Center
Supervisors
(2)

Senior
Programmer (1)

Part Time
Employees
(300)



Department of Parks, Recreation, Grounds and Cemeteries
Proposed Organization Changes

Position	New Grade	New Salary	Current Grade	Current Salary	Benefits
Parks and Recreation Administration (101-692-000-706)					
Director	Grade 17	\$ 90,710	Grade 17	\$ 90,710	\$11,559
Office Assistant	MAPE 307	\$ 51,176	MAPE 307	\$ 51,176	\$10,901
Rec. Superintendent	Grade 11	\$ 63,865	-		
Rec. Supervisor		-	Grade 10	\$ 61,108	\$20,470
King Center Supervisor	Grade 9	\$ 57,215	Grade 9	\$ 57,215	\$21,305
Boos/SP Pool Supervisor	Grade 9	\$ 57,215	Grade 9	\$ 57,215	\$11,406
Senior/Nixon Pool Super.	Grade 9	\$ 57,215	Grade 9	\$ 57,215	\$19,457
Total		\$ 377,396		\$ 374,639	
Parks and Facilities Maintenance (101-697-000-706)					
Parks & Facilities Supervisor	Grade 9	\$ 26,058 (1/2)	Grade 10	\$ 60,108	est. 5,000
Maintenance Worker (II)	MAPE 305	\$ 45,864	MAPE 305	\$ 45,864	\$10,338
Maintenance Worker (II)	MAPE 305	\$ 40,298	MAPE 305	\$ 40,298	\$17,790
Maintenance Worker (I)	MAPE 304	\$ 37,983	MAPE 304	\$ 37,983	\$9,512
Maintenance Worker (I)	MAPE 304	\$ 8,279 (1/3)	MAPE 304	\$ 18,097	est.\$6,636
Superintendent ESP	Grade 14	\$ 26,123 (1/3)	Grade 14	\$ 25,136	
Total		\$184,605		\$ 227,486	
Cemeteries (101-276-000-706)					
Parks & Facilities Supervisor	Grade 9	\$ 26,058 (1/2)	-		est. \$5,000
Landscape Tech (III)	MAPE 306	-	MAPE 306	\$ 48,320	est. \$10,000
Landscape Tech (I)	MAPE 304	\$ 39,465	MAPE 304	\$ 39,465	\$19,548
Maintenance Worker (I)	MAPE 304	\$ 8,279 (1/3)	-		est. \$6,636
Total		\$ 73,802		\$87,785	

Ella Sharp Park (208-691-000-706)

*Superintendent ESP	Grade 14	\$ 52,246	Grade 14	\$ 52,246	\$21,990
Greenskeeper	MAPE 306	\$ 48,511	MAPE 306	\$ 48,511	\$17,790
Maintenance Worker (I)	MAPE 304	\$ 8,279 (1/3)	MAPE 304	\$ 24,838	est.\$6,636
Total		\$109,036		\$125,595	
Total		\$744,839		\$815,505	
Potential Savings	\$ 70,666				

*A Third of the Ella Sharp Park Superintendent salary is taken from 101-697-707



**CITY COUNCIL MEETING
MARCH 12, 2013**

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Patrick Burtch, City Manager

SUBJECT: City Treasurer/Clerk's Office

RECOMMENDATION:

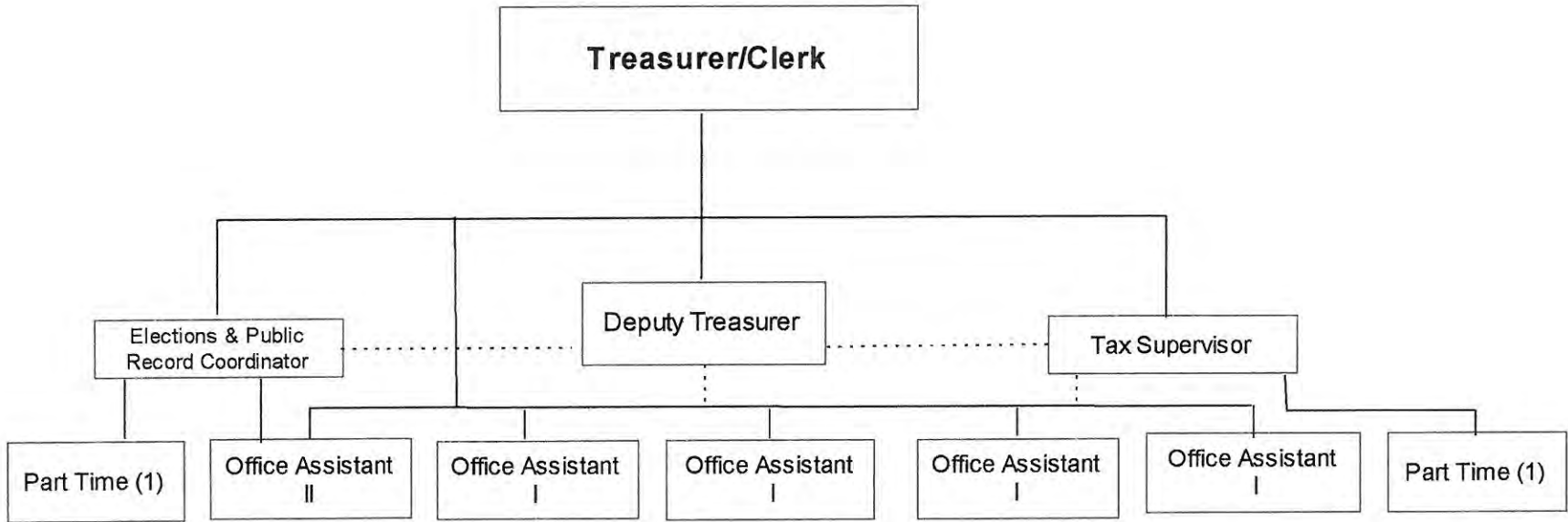
To approve the City Treasurer/Clerk's Office Organizational Chart for 2013-2014 Fiscal Year.

Attached for your consideration is a proposed organizational chart for the City Treasurer/Clerk's office. This is being proposed in light of the upcoming retirement of the current City Clerk, and in an effort to coordinate and combine services in order to create a more efficient use of funds and staff. Also, with the reorganization of the City Clerk's office, Purchasing will now be under the direction of Finance, and Grounds/Building Maintenance will be under the direction of the City Manager. This action will have annual savings of approximately \$90,000.00 - \$100,000.00 per year.

Your consideration and approval of this proposed organizational chart is appreciated.

PB:skh

Attachment



CITY OF JACKSON



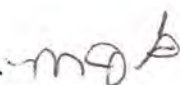
Office of Mayor
Martin J. Griffin

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

CITY COUNCIL MEETING MARCH 12, 2013

MEMO TO: City Councilmembers

FROM: Martin J. Griffin, Mayor 
Andrew R. Frounfelker, Vice Mayor

SUBJECT: Appointment of City Treasurer as City Clerk

RECOMMENDATION:

Approve the recommendation of the Mayor and Vice Mayor to appoint the City Treasurer also as City Clerk.

With the proposed reorganization of the City Treasurer/City Clerk's office it is our recommendation to appoint the City Treasurer also as City Clerk for a one year period commencing April 1, 2013, with additional compensation pay of \$20,000.00.

Your consideration and approval of this recommendation is appreciated.

MJG:skh



**CITY COUNCIL MEETING
March 12, 2013**

MEMO TO: Honorable Mayor and City Councilmembers

**FROM: Patrick H. Burtch, City Manager
Todd Knepper, Department of Public Works**

SUBJECT: Consideration of a Request to Reissue a Revised Request for Qualifications and Proposals (RFQP) for the Design, Installation, Operation and Lease of a 150 kW Photovoltaic Energy System Through the Consumers Energy Experimental Advanced Renewable Program (EARP) to be Located on the Grounds of the City's Wastewater Treatment Plant.

RECOMMENDATION: To approve the issuance of a revised RFQP for the design, installation, operation and lease of a 150 kW Photovoltaic Solar Energy System through the Consumers Energy EARP program.

On October 10, 2011, the City of Jackson was selected into Phase 3 of the Consumers Energy Experimental Advanced Renewable Program (EARP). The project involves the installation of a 150 kW photovoltaic field to be located on City of Jackson property, and the optimum site was determined to be R.A. Greene Park at the City's wastewater treatment plant on Lansing Avenue.

This solar power generator would create electrical that is to be directed to Consumers Energy's electrical grid system through an approved interconnection. In return, Consumers Energy will purchase the power generated for \$0.23 per kWh. On November 15, 2011, City Council approved the Agreement for Service with Consumers Energy to move forward with the project.

It was originally determined that the cost of this project created a lengthy return on investment, and City staff were asked to investigate the concept of entering the program with a lease agreement between a yet to be determined contractor and the City of Jackson for the design, installation and operation of the system, with the City incurring zero cost. The result of that investigation is detailed in the attached RFQP, which allows for the system to be built with all costs to be attributed to the developer/contractor, and the formation of a lease agreement that integrates and addresses all of the cost, operational and revenue concerns on behalf of the City of Jackson.

The City Attorney has reviewed the revised RFQP with the lease component, as have the Consumers Energy EARP program representatives. Upon completing their review, Consumers Energy has agreed to extend the program milestone dates until May 31, 2013.

Each prospective Photovoltaic System Developer (PSD) shall complete the Proposal and Award page(s) and submit all information requested herein in the proposal document in its entirety, **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

REQUEST FOR QUALIFICATIONS and PROPOSAL (RFQP)

PROPOSAL REFERENCE No.: **RFQP/??/???**
ISSUE DATE: TBD
PROPOSAL RECEIPT DATE: TBD
ANTICIPATED COUNCIL AWARD: TBD
PROJECT: **Design/Build/Lease a 150 kW Photovoltaic System**
ISSUING OFFICE: **Department of Public Works**

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Should any of the required documents be missing from your packet, immediately notify the Purchasing Department and request that they be supplied.

REQUEST FOR PROPOSALS
RFQP ??/???

PROPOSAL SUBMISSION

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the unit prices as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Jackson. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Jackson that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

DATE:

FIRM NAME: (if any) _____

ADDRESS:

(Street Address) (City) (State) (Zip)

PHONE NO. (____) _____ FAX NO.: (____)

EMAIL:

SIGNATURE

PRINTED NAME:

TITLE:

Subscribed and sworn to before me this ____ day
of _____, 20 __, a notary public in
and for said county.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT OF PSD

STATE OF MICHIGAN)

COUNTY OF JACKSON)

_____, being first duly sworn, deposed and says that:

1. He/She is _____ of _____
_____, the Photovoltaic System Developer (PSD) that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PSD nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other PSD, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other PSD, firm or person to fix the price or prices in the attached proposal or of any other PSD, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other PSD, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the PSD or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned signed this on the ____ day of _____, 20__.

SIGNATURE

PRINTED NAME:

TITLE:

Subscribed and sworn to before me this ____ day

of _____, 20 __, a notary public in and for said county.

_____, Notary Public

_____County, Michigan

My Commission Expires: _____

INSTRUCTIONS TO RESPONDENTS

Use of RFQP Forms

These Documents represent the RFQP format which is for the convenience of respondents. We request that Page 1 "Proposal Submission" be submitted with your proposal.

The Standard Terms and Conditions in Appendix A will become part of the contract.

Interpretations for Addenda

No oral interpretation will be made to any Respondent as to the meaning of the Documents or any part thereof. Every request for interpretation shall be made in writing to the City of Jackson, Purchasing Section. Only those written inquiries received ten (10) or more working days prior to the date fixed for the opening of RFQPs will receive a response. Any interpretation made to a Respondent shall be in the form of an Addendum to the Documents and, when issued, will be on file in the City Purchasing Section office at least five (5) calendar days before the proposals are opened. All addenda will be transmitted to each person holding Documents, but it shall be the Respondent's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Respondents shall be bound by such Addenda, whether or not received by the Respondent. All addenda received shall be listed on the outside of the RFQP envelope. Any proposal received without each addendum listed by number and date received on the outside of the RFQP proposal envelope may be declared a non-responsive proposal.

REQUIRED TIME FOR RECEIPT OF PROPOSALS

Each proposal must be submitted in five (5) bound copies to the City of Jackson Purchasing Department, 161 W. Michigan Avenue, 10th floor, Jackson, Michigan 49201 no later than 3:00 pm, local time on the date given on the cover, in a sealed envelope marked with the RFQP identification number. Any proposals received after this time will not be reviewed or considered by the City.

PROPOSALS

- a) All QUALIFICATION PROPOSALS must be submitted following the RFQP Format supplied by the City in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the INSTRUCTION TO RESPONDENTS and QUALIFICATION PROPOSAL REQUIREMENTS sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFQP format by the Respondent.
- b) The City of Jackson may consider as irregular any proposal on which there is an alteration of or departure from this RFQP Format, as provided in the RFQP Documents, and at its option may reject the same.
- c) Each Respondent shall include in its PROPOSED LEASE AGREEMENT, in the format requested thereof, the uniform annual payment the PSD will make to the City of Jackson. The uniform annual payments set forth in the PROPOSED LEASE AGREEMENT by the Respondent shall remain effective for 90 days from the time proposals are opened.

ECONOMY OF PREPARATION

Each Proposal should be prepared simply and economically providing a straightforward concise description of the respondent's ability to meet the requirements of the RFQP. Decorative bindings, colored displays, promotional materials, etc. will receive no evaluation credit. Emphasis should be on the completeness and clarity of the content.

COLLUSIVE AGREEMENTS

- a) Each Respondent submitting a proposal to the City of Jackson for any portion of the work contemplated by the documents on which a Response is based shall execute and attach an affidavit to the effect that it has not colluded with any other person, firm, or corporation in regard to any proposal submitted. Said affidavit shall be prepared using the same format and language as the example provided in this RFQP.
- b) Before executing any subcontract, the successful Respondent shall submit the name of any proposed subcontractor for prior approval.

CORRECTIONS

Erasures or other changes in the RFQP form must be explained or noted over the signature of the Respondent.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFQPs will be returned to the Respondent un-opened.

OPENING PROPOSALS

The City of Jackson will open every eligible responsive qualification proposal received within the time set for receiving proposals. PROPOSED LEASE AGREEMENTS will only be opened for those respondents who have deemed most qualified based on their qualifications proposal. All other PROPOSED LEASE AGREEMENTS will be returned unopened to prevent potential FOIA exposure.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening.

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

- a) The City of Jackson reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Respondent to whom the Award is made will be notified at the earliest possible date.
- b) The City of Jackson reserves the right to consider as unqualified to perform the Contract any Respondent who does not habitually perform with its own forces at least fifty (50%) of the work involved.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Respondents is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, national origin, color, religion, age, sex, height, weight, marital status, and physical or mental handicap as required by the City of Jackson's Ordinance Chapter 15-3.

DEFAULT TO CITY

It is understood that any Respondent who is in default to the City at the time of opening the proposal shall have the proposal declared null and void.

SIGNATURES

All proposal notifications, claims and statements must be signed as following:

- a) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation. Each signature must be witnessed and notarized.
- b) PARTNERSHIPS: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the signing to bind all partners. If the proposal is signed by all partners no authorization is needed. Each signature must be witnessed and notarized.
- c) INDIVIDUAL: No authorization is needed, but signature must be witnessed and notarized.

TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the term of the lease. Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Provider of services.

CITY ORDINANCE AND CHARTER REFERENCES

All City of Jackson Ordinances and Charter Sections applicable to this RFQP are available at the Jackson City Clerk's office for the Respondent's inspection and review, and the Respondent understands that it is its sole responsibility to understand and fully comply with all applicable City of Jackson Ordinance and Charter sections.

NOT TO EXCEED OR NON-APPROPRIATION

The Respondent hereby recognizes that the City is a political body corporate and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof.

INCURRING COST

The City shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of contract. The City does not intend to pay for any information obtained from the RFQP, though such may be utilized in determining the award.

NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the City and the PSD; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the parties signatory hereto.

ORAL PRESENTATION

Those respondents deemed most qualified based on their qualifications proposal may be required to make an oral presentation of their proposal to the Issuing Office. These presentations will provide an opportunity for the respondent to clarify his proposal to ensure mutual understanding of its contents. The Issuing Office will schedule any such presentations.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Respondent will become contractual obligations, if a contract is issued. Failure of the successful PSD to accept these obligations will result in cancellation of the award.

NEWS RELEASES

News releases pertaining to this request or the work to which it relates will not be made without prior written approval of the Issuing Office.

SCOPE OF SERVICES

The scope of services to be performed by the PSD shall be as outlined below. As a **MINIMUM** these tasks should be addressed:

TASK I – DESIGN OF 150 kW GROUND MOUNTED FIXED ARRAY PHOTOVOLTAIC SYSTEM

The PSD shall design the 150 kW_{DC} 3-phase photovoltaic energy producing system to comply with all appropriate governing agencies standards and requirements and for placement on the grounds of the City of Jackson wastewater treatment plant located at 2995 Lansing Avenue, Jackson, Michigan. Preliminary designs shall be prepared by the PSD and submitted to the City for review and comment at 50% and 90% completion and prior to the finalization of any plan documents.

All final plan items shall be prepared according to City requirements. The PSD will then submit the project plans and engineering cost estimates to the City. The PSD will attend all meetings and prepare specification and drawing changes necessary to provide the Owner with a complete project ready to use.

PSD shall provide a system schematic design layout for the systems, including PV model type and model no., wattage, number of modules, year 1 production, degradation percentage, mounting system type, azimuth, tilt, system size AC and DC.

Micro-inverters shall be used and shall come with a 25-year warranty. PSD shall specify the micro-inverter model.

The PSD shall include the cost of installing fencing around the project area and the fencing shall conform to the local codes. Fencing shall be six-foot high and be decorative black aluminum.

The PSD shall also include the cost of necessary electrical equipment and the interconnection of the new photovoltaic solar system equipment to Consumers Energy Electrical panel. The load demand of the building using the power generated by the photovoltaic system shall exceed the maximum output of the photovoltaic system.

Include any suggestions or special concerns that the City should be made aware of, the proposed configuration of equipment and any additional scope of work tasks you feel are necessary for the successful completion of the project. Include a discussion of work assignments between the PSD and subcontractors used, if any.

PSD shall prepare and submit a complete project schedule indicating major project milestones and durations, achieving the necessary Consumers Energy EARP project milestone dates and program requirements.

The following requirements must be met in order for the City of Jackson to remain an eligible applicant to the Consumers Energy Company Experimental Advanced Renewable Program (EARP):

The criteria for Michigan Workforce Labor and Equipment can be found in Rule C10.3 of Consumers Energy's electric rates.

To qualify as a solar energy system constructed using a Michigan workforce labor: Michigan workforce labor shall be calculated by dividing the number of workforce labor hours attributed to the construction (defined as in-field labor) of the renewable energy system performed by residents of the state of Michigan by the total workforce labor⁷ hours attributed to the construction of the

renewable energy system. For the solar energy system to qualify for inclusion in the Program, the calculation must achieve a minimum of:

- 65% for systems constructed before 12/31/2014
- 70% for systems constructed after 12/31/2014

AND/OR

To qualify as a solar energy system constructed using equipment made in the state of Michigan: Michigan made equipment shall be calculated by dividing the U.S. dollar cost of all equipment and materials made (defined as manufactured or assembled) in the state of Michigan by the total U.S. dollar cost of all equipment and materials used to construct the renewable energy system. The calculation must achieve a minimum of 50% for the solar energy system to qualify for inclusion in the Program.

TASK II - CONSTRUCTION OF 150 kW GROUND MOUNTED FIXED ARRAY PHOTOVOLTAIC SYSTEM

The PSD shall construct the 150 kW_{DC} 3 phase photovoltaic energy producing system upon approval of system design by the City. System shall be constructed on the grounds of the City of Jackson wastewater treatment plant located at 2995 Lansing Avenue, Jackson, Michigan. System shall comply with all local, State and Federal regulations, as well as remain compliant with the Consumers Energy EARP Phase 3 program requirements.

TASK III - PREPARE AS-BUILT PLANS

The PSD shall prepare as-built plans showing the final configuration of the project as it was constructed. The PSD will provide the as-built plans in accordance with City Standards on CD-ROM and original mylars.

CITY'S RESPONSIBILITIES

The City has the following responsibilities in conjunction with a contract resulting from this RFQP.

1. Provide information as to the City's requirements for the project and make available all pertinent information which may be useful in the project work, including any drawings or equipment data relative to the project.

2. Designate in writing a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment and other such elements pertinent to the work.
3. Coordinate as necessary the efforts of the PSD to make provisions to enter upon public or private land as required to perform work.
4. Examine all studies, reports, estimates, proposals and other documents prepared by the PSD and render in writing, if necessary, decisions pertinent thereto within a reasonable time.
5. Direct the PSD in writing to begin the work on each phase of the project upon receipt of written evidence from the PSD of the appropriateness of such action.
6. Direct the PSD in writing to furnish any special services, and/or extra work that may be required on the project upon receipt of written evidence from the PSD detailing as to cost, time (schedule), and reason for such special services or extra work.

The PSD will develop or obtain from other agencies all other material, information and data necessary to perform the work.

CRITERIA FOR SELECTION

All Qualifications Proposals received shall be subject to an evaluation by the Issuing Office, assisted by other City personnel. The following factors will be considered in making the selection (review "Proposal Evaluation Work Sheet" attached as page 10 of this document):

EXPERIENCE/QUALIFICATIONS

Experience and qualifications will be measured by the firm's character, integrity, and competence in managing projects of similar size and scope; and experience of the principals and key staff assigned to the proposed operation. It will also be based on the experience and qualifications of the principals and key staff assigned to the individual tasks related to this project.

Financial Strength and Stability: Provide information indicating the PSD's financial strength in terms of capital and liquid assets sufficient to successfully complete the projects listed in this RFQP; and the stability of the PSD in terms of length of service, professional capabilities, construction experience and capabilities over time.

Photovoltaic engineering, project and construction capabilities: Photovoltaic engineering, project and construction experience, including a minimum of three successfully photovoltaic projects within the scope of this RFQP.

Photovoltaic safety record: Specific example of a professional safety track records including any OSHA major safety violations.

Power production experience: PSD's actual experience in photovoltaic systems in which the PSD explains how many projects it has completed and the track record of these projects.

PSD customer service, maintenance capabilities: The ability of the PSD to respond quickly, efficiently and cost effectively to service calls so the photovoltaic systems are operating at optimum output.

UNDERSTANDING OF THE PROJECT

Based upon the understanding exhibited by the statements of work presented in the proposal.

Project engineering analysis. Information provided by the PSD detailing the estimated KWh generated by the proposed photovoltaic systems in this RFQP. Including all necessary assumptions for example Sun Light availability, dark time, maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc.

A project understanding summary that includes an overview of the principal elements of the proposal, demonstration of an understanding of the project objectives, and a description of your approach to solar systems. Include any suggestions or special concerns that the City should be made aware of, the proposed configuration of equipment and any additional scope of work tasks you feel are necessary for the successful completion of the project. Include a discussion of work assignments between the PSD and subcontractors used, if any.

METHOD OF APPROACH

Referring to the technical soundness of the PSD's stated work plan for the project, the comprehensiveness of the proposed work tasks, the techniques to be used and the products to be delivered.

ACCESSIBILITY

Ability of PSD to work closely with City staff in Jackson, Michigan, for the duration of the project.

PROPOSED LEASE AGREEMENT

The qualifications proposals will be evaluated using the four criteria listed above prior to review the PROPOSED LEASE AGREEMENTS. The PROPOSED LEASE AGREEMENTS will be evaluated only for those respondents deemed most qualified by their qualification proposal.

QUALIFICATION PROPOSAL REQUIREMENTS

Qualification proposals must be submitted in the format outlined below:

BUSINESS ORGANIZATION

State the full name and address of corporate or home office of your organization. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. If appropriate, state whether you are licensed to operate in the State of Michigan.

If applicable, provide the full name and address of any branch office or other subordinate element that will be performing part or all of the work. Indicate the relationship of the subordinate element to the corporate or home office as well as how much and what parts of the work it will perform.

STATEMENT OF PROBLEM

State in precise terms your understanding of the problem presented by this RFQP.

WORK PLAN

Describe in narrative form your technical plan for accomplishing the work. Explain the choice of methodology, particularly its strengths and weaknesses.

QUALIFICATION QUESTIONNAIRE

State in precise terms your responses to the questions on the Qualification Questionnaire below.

AUTHORIZED NEGOTIATIONS

Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.

ADDITIONAL INFORMATION

The PSD may also include any information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

QUALIFICATION QUESTIONNAIRE

The Respondent shall provide the following information with the Proposal for the purpose of evaluating the qualifications of the firm to perform the work provided in the RFQP.

- A. Describe your firm's experience in performing design/build/lease services similar to the services requested by this RFQP. Do not describe the experience of branch or corporate offices that will not have personnel directly involved in providing the requested services.
- B. List the key personnel by name and title that will be working on this project along with their degree-specialty-registration and the number of years of experience, both total years and years with your firm. Attach resumes and copies of training certificates attesting to re-current training requirements. Indicate the physical location of each individual's workstation or base of operations (project lead office, subordinate branch office, etc) while working on the project.
- C. Ensure or list your firm's compliance with applicable Labor, Health, Safety Laws and Regulations

List representative completed projects within the last five years for which your firm was designated principal-in-charge or the PSD. List should include name and type of project, location, year completed, name and address of owner.

PROPOSED LEASE AGREEMENT

This portion of the proposal must be submitted in a sealed and separate envelope inside your submittal and clearly marked "RFQP **??/???** City of Jackson 150 kW Photovoltaic System Design/Build/Lease – PROPOSED LEASE AGREEMENT."

PROPOSED LEASE AGREEMENTS will be evaluated after a review and evaluation of each PSD's Qualifications Proposal. PROPOSED LEASE AGREEMENTS will only be opened for those respondents who have been deemed most qualified based on their qualifications proposal. All other PROPOSED LEASE AGREEMENTS will be returned unopened to prevent potential FOIA exposure.

The PROPOSED LEASE AGREEMENT Portion must include the following:

1. **Operation and maintenance (OM) agreement:** The OM agreement shall cover maintenance, operating costs, and up-keep, including lawn mowing, system monitoring and module washing, as required to maintain an acceptable level of performance.
2. **Intent of the project:** Must specify that the intent of the project is for Consumers Energy to purchase all of the electricity produced by the photovoltaic solar equipment through a fixed-rate contract with the City of up to 15 years in accordance with the Consumers Energy EARP. All payments from Consumers Energy to the City will be transferred to the PSD.
3. **Payment to the City from PSD:** The PSD will pay the City a uniform dollar amount from the Consumers Energy-derived income paid to the PSD by the City. The annual amount to be paid to the City by the PSD shall be stated in the PROPOSED LEASE

AGREEMENT. The uniform annual amount shall be paid to the City monthly in equal monthly payments.

4. **Performance Bond:** The PSD will provide the City with a performance bond.
5. **Consultant expense reimbursement:** The PSD will reimburse the City's consultant expense to assist the City in the preparation of this RFP.
6. **PSD insolvency:** The PROPOSED LEASE AGREEMENT between the PSD and the City will include a clause that ownership of the photovoltaic system will transfer to the City should the PSD become insolvent during the lease term.
7. **Property taxes:** The PSD shall be responsible for paying property taxes, if any.
8. **Photovoltaic system ownership:** The PSD shall own the photovoltaic system during the term of the lease. At the end of the lease the City shall acquire ownership of the operable photovoltaic system from the PSD for \$1, or shall require that the PSD remove the entire photovoltaic system from the premises within two months from the end of the lease agreement, with the option to be determined by the City of Jackson.

APPENDIX A

CITY OF JACKSON STANDARD TERMS AND CONDITIONS FOR PHOTOVOLTAIC SYSTEM DEVELOPER AGREEMENT

These Standard Terms and Conditions (Standard Terms) are incorporated into the Contract between City of Jackson (City) and the undersigned, Photovoltaic System Developer (PSD) and are to be part of said City - PSD Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a City - PSDP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the uniform annual dollar amount identified in PSD's PROPOSED LEASE AGREEMENT dated _____, 20____, (Proposal) shall be paid to City on a monthly basis through the length of the PROPOSED LEASE AGREEMENT as required by the City's Request for Proposal (RFP) dated _____, 20____. Said RFP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. SERVICES: The PSD shall perform the services, activities and work set forth or identified in the Proposal and RFP.
2. COMPENSATION: The City shall transfer to the PSD all payments from Consumers Energy to the City under the terms of the City's proposed agreement with Consumers Energy under the Consumers Energy Experimental Advanced Renewable Program (EARP). The PSD will pay the City a uniform annual amount on a monthly basis as stated in the PSD's PROPOSED LEASE AGREEMENT for the life of the PROPOSED LEASE AGREEMENT in accordance with the terms of payment set forth herein.
3. TERMS OF PAYMENT: The PSD shall pay City monthly until the end of the term of the PROPOSED LEASE AGREEMENT.

4. PROFESSIONAL STANDARD: PSD will perform its services under this Agreement by the exercise of due care and skill in accordance with applicable standards for services of this type under these circumstances.
5. INDEPENDENT CONTRACTOR: It is agreed between the City and PSD that employment by PSD of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to PSD. The PSD will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSD's resident does not guarantee the performance of the contractor(s) by PSD's resident's performance of such construction observation. Provided, however the PSD's resident is responsible to promptly notify the City of substandard performance by the contractor(s) that PSD knew or should have known was unacceptable. The PSD's resident's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSD shall have authority on behalf of the City to reject work by the contractor(s) which does not conform to Contract Documents.
6. INSURANCE: Where City requires that the PSD's project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSD as an additional insured. City shall require PSD's Contractor(s) to submit certificates evidencing proof of such coverage directly to PSD who shall be responsible for ensuring required language is included in PSD's contract documents to satisfy this requirement.

The PSD shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSD, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSD.

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

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

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

7. TERMINATION OF CONTRACT: The City may at any time, upon seven (7) days prior written notice, terminate this Agreement.
8. DOCUMENTS OF SERVICE: The PSD agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSD in the course of and for the purpose of meeting this Agreement, are the property of the City, but PSD shall have the right to use same. City may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the PSD for the specific purpose intended will be at the City's sole risk.
9. CITY OBLIGATIONS: City shall at no cost to PSD:
 - A. Provide all information to PSD as identified in the RFP.
 - B. Provide to PSD, in a reasonably prompt manner, all data and information in the possession of City as may be required by PSD to perform the services under the Contract.
 - C. Provide PSD personnel with access to the work site so that they may perform the work under the Contract without interference.
 - D. Upon written request of the PSD, designate a person to act as City representative, who shall have complete authority to transmit instructions, receive information, and interpret and define City policies and decisions with respect to the services under the Contract.
 - E. Furnish to PSD prior to any performance by PSD a copy of any engineering, design, and construction standards which City shall require PSD to follow in its performance of services under the Contract.
10. INDEMNIFICATION: To the maximum legal extent permissible under Michigan law, the PSD hereby agrees to defend, indemnify, and hold harmless the City, its agents, representatives, employees or officials (City), from any and all losses, damages, claims, demands, suits, actions, payments, judgments including any and all expenses, legal or otherwise, and any and all liability for property damage, bodily injury, death, or any other injury or damage, of whatever nature, which arises out of or pertains to any of the work or services performed by the PSD under this Contract and regardless of whether the liability of

the City would be based upon allegations of passive negligence involving vicarious liability or liability imposed by operation of law or, in contrast, involves liability predicated upon allegations of active negligence involving acts, omissions of alleged negligence or wrongdoing by the City itself. Provided, however, in the event it were determined that Act 165 of the Public Acts of Michigan 1966, as amended, were applicable and would otherwise make void this provision, it is the intent of the parties that the PSD would defend the City, but then, and only then, would the PSD not be required to indemnify the City for the City's liability predicated upon the City's sole negligence or wrongdoing.

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

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day of _____, 20_____.

Project Identification:

Photovoltaic System Developer , (PSD)

(Type Name of Company)

By

Witness

Its
City of Jackson, (CITY)

By

Witness

Its
Approved as to Form:

Julius A. Giglio, City Attorney

APPENDIX B

**CITY OF JACKSON
BOND REQUIREMENTS**

The following bond requirements will apply:

PSD's Contractor shall, within ten (10) days of notice of award, provide City at PSD's 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
- (3) A Maintenance and Guarantee Bond in a minimum amount of twenty five percent (25%) of the contract price.

All bonds shall be signed by the PSD's 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.

The following insurance requirements will apply:

Insurance: The PSD's Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The PSD's Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that will protect the PSD's Contractor, its sub- contractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The PSD's Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the PSD's Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall be not less than the following:

1. Minimum required limits of liability:

For jobs with an estimated contract cost of \$50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.

(1) Comprehensive Commercial General Liability of at least:

- a. Bodily Injury, each occurrence
\$1,000,000 b.
Bodily Injury, aggregate
\$1,000,000
- c. Property Damage, each occurrence
\$500,000 d. Property
Damage, aggregate \$500,000
(or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined
Single Limit each occurrence \$1,000,000
and aggregate \$1,000,000

(2) Automotive Liability and Property Damage Insurance with limits of at least:

- a. Bodily Injury, each person
\$1,000,000 b.
Bodily Injury, each occurrence
\$1,000,000
- c. Property Damage, each occurrence
\$1,000,000 (or in the alternative to a, b,
- c)
- d. Bodily Injury and Property Damage Combined
Single Limit each occurrence \$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all PSD's Contractor's employees and those of its sub-contractors engaged in work under this contract. If PSD's Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, PSD's Contractor must submit proof of same, satisfactory to the City. **If PSD's Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form WC-337 or its equivalent); and**

3. **If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, PSD's Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.**

4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The PSD's Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before PSD's Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

5. The PSD's Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the PSD's Contractor's responsibility for payment of damages resulting from its operations under this contract.

7. If the contract involves new construction, PSD's Contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, PSD, PSD's Contractor, Subcontractors, and if applicable, Engineer, Engineer's Consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and,

Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by City prior to commencement of construction.

BOND NO.

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, Photovoltaic System Developer

(PSD), as Principal, and _____, as Surety, are held

and firmly bound unto THE CITY OF JACKSON, MICHIGAN, 161 West Michigan Avenue, Jackson,

Michigan 49201, City, in the sum of

Dollars (\$ _____) to be paid to the City for which payment well and truly be made we jointly and

severally bind ourselves, our heirs, executors, administrators, and assigned firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATIONS ARE such that,

WHEREAS, the said _____ did, on the _____ day of

_____, 20_____, enter into a certain contract with the said City for the

in accordance with drawings, specifications, conditions and stipulations prepared by

which said contract, drawings, specifications, conditions and stipulations are by reference made a part

hereof as if fully set out herein, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of the foregoing obligation is such that, if the said PSD shall save harmless the said City from all public liability and damages of every description in connection with the Contract, shall well and faithfully in all things fulfill the Contract according to all the drawings, specifications, conditions and stipulations therein contained in all respects, and shall save and hold harmless the said City from and against all liens and claims of every description in connection with the Contract, then this obligation shall be void and of no effect; but otherwise, it shall remain in full force and virtue;

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the work be done under it, or in the event that the said City shall grant any extension of time for the performance of said contract or otherwise modify any elements of the Contract, or any forbearance on the part of either party to the other shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors or assigns, from any liability hereunder, notice to the Surety of any such alterations, modifications, extension or forbearance being hereby waived.

WITNESS our hands and seals this _____ day of _____, 20_____.

WITNESS:

Principal

By _____

Title _____

WITNESS:

Surety

By _____

Attorney-in-Fact

ATTACH POWER OF ATTORNEY

BOND NO.

Bond No. _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ PSD, hereinafter called Principal, and _____, hereinafter called the Surety, are held and firmly bound unto THE CITY OF JACKSON, MICHIGAN, 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the City, and the State of Michigan in the sum of Dollars (\$_____) to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____.

WHEREAS, the above named Principal has entered into a certain contract with THE CITY OF JACKSON, MICHIGAN, 161 West Michigan Avenue, Jackson, Michigan 49201, City, dated the _____ day of _____, 20_____ for _____

which contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein and is hereinafter referred to as the Contract.

AND WHEREAS, this bond is given in compliance with and subject to the provisions and conditions of Public Act No. 213 of the Public Acts of Michigan of 1963, as amended.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above named Principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms and corporations as the same may become due and payable, all indebtedness which may arise from said Principal to a subcontractor or any party performing labor or materials furnished in connection with the Contract, construction, and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

AND PROVIDED, that any changes, alterations, or modifications which may be made in the terms of said Contract, or in the work to be done under it, or in the event that the said City shall grant any extension of time for the performance of said contract or otherwise modify any elements of the Contract, or any forbearance on the part of either party to the other shall not in any way release in Principal and Surety, or either of them, their heirs, executors, administrators, successors or assigns, from any liability hereunder, notice to the Surety of any such changes, alterations, modifications, extensions or forbearance being hereby waived.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20_____.

WITNESS:

Principal

By _____

Title _____

WITNESS:

Surety

By _____

Attorney-in-Fact

ATTACH POWER OF ATTORNEY

Bond No. _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____, PSD, as Principal, and

_____, as Surety, are held and firmly

bound unto THE CITY OF JACKSON, MICHIGAN, 161 West Michigan Avenue, Jackson, Michigan

49201, City, in the sum _____

_____ Dollars (\$_____)

to be paid to said City, its legal representatives and assigns, for which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____.

WHEREAS, the above named Principal has entered into a certain contract with THE CITY OF

JACKSON, MICHIGAN, 161 West Michigan Avenue, Jackson, Michigan 49201, City, dated the

_____ day of _____, 20_____, wherein the said Principal covenanted and

agreed as follows, to-wit: _____

_____ ; and

WHEREAS, said contract was awarded upon the express condition that the said Principal would furnish a

_____ (_____) year (s) Maintenance and Guarantee Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that by and under said Contract, the above named Principal has agreed with the said City that for a period of _____ (_____) years(s) from the date of final payment, to keep in good order and repair any defect in all the work done under said contract either by the Principal or his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without the consent or approval of the Principal after the final acceptance of the work, and that whenever directed to do so by the City, by notice served in writing, either personally or by mail, on the Principal at the address appearing in the contract documents or upon said Principal's legal representatives, or successors, or on the Surety at the address appearing below,

WILL PROCEED at once to make sure repairs as directed by said City; and in case of failure to do so within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said City shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said City may take immediate steps to repair or barricade such defects without notice to the Principal or Surety. In such accounting the said City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgement of said City is final and conclusive. If the said Principal for a period of _____ (_____) year(s) from date of final payment shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said City for any expense incurred by making such repairs, should the Principal or Surety fail to do so as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said Principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Workers' Compensation act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers, this _____ day of _____, 20 _____.

WITNESS:

Principal

By _____

WITNESS:

Title _____

Surety

By _____

Address of Surety

City

State

Zip

ATTACH POWER OF ATTORNEY

February 12, 2013

City of Jackson
Attn: Todd Knepper
161 W Michigan Ave
Jackson, MI 49201

**RE: Experimental Advanced Renewable Program Deadline Extension
150.0 kW EARP Project, 2995 Lansing Ave, Jackson, MI 49202**

Dear Todd Knepper,

It has come to our attention that your solar installation that was approved for participation in our Experimental Advanced Renewable Program (EARP) did not achieve a Commercial Operation Date in accordance with Part II, Section 4 of your EARP Agreement for Service (Agreement) by the October 19, 2012 deadline. It is our understanding that you took the necessary steps to move forward with your system.

Given that the delays in installation are reportedly due to rejection of the recommended offer and terms to construct your system through a Request for Proposal (RFP) process, restructuring of the RFP, and rebidding of the project, we understand that the delays were not intentional and that you fully intend to complete the project. In an effort to provide additional time for you to construct your system due to this unanticipated delay, we will refrain from exercising our right to terminate your Agreement under Part II, Section 4 until **May 31, 2013**.

As with other systems that have been installed as part of this program expansion, the systems will be considered complete for the purposes of the program once the system is constructed and:

- You have executed a Generator Interconnection and Operating Agreement and received written consent from the Company to operate your equipment.
- You have provided a signed and fully completed affidavit in the form of Exhibit A.
- Your EARP meter has been read by the Company, following the prior requirements.

If you have any other questions or concerns, please contact the EARP coordinator at (517) 788-8900 or via email at solar@cmsenergy.com.

Sincerely,



David F. Ronk, Jr.
Director of Transactions and Wholesale Settlements

Cc: Keith G. Troyer, P13-304
Jarrel E. Williams, P13-304




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 MARCH 12, 2013

MEMO TO: Honorable Mayor Griffin & City Councilmembers
FROM: John Polaczyk, City of Jackson Planning Commission Chairman 
DATE: March 7, 2013
SUBJECT: A Request for Proposals (RFP) to rewrite the City's Master Plan.

RECOMMENDATION FROM THE PLANNING COMMISSION:

Post the Request for Proposals to solicit Professional Service Providers to assist the City with rewriting the Master Plan and authorize the Planning Commission and staff to proceed with the selection process [Planning Commission and staff recommends approval].

During their March 6, 2013 regular meeting, the Planning Commission considered a Request for Proposals (RFP) to solicit Professional Service Providers (PSP) to rewrite the City's Master Plan. The following is a summary of the proposed PSP selection process timeline:

**Note: PC means Planning Commission and CC means City Council*

3/6/2013	PC - reviews RFP and makes recommendation to City Council
3/12/2013	CC - consideration of Master Plan RFP
3/13/2013	Master Plan RFP is posted
4/8/2013	Pre-Proposal Meeting for PSPs
4/19/2013	Due Date for written questions & comments from PSPs
4/26/2013	Posting date of responses to questions & comments
5/3/2013	Submission due date for proposals
5/10/2013	PSPs selected for interviews
Various	05/23/13 - 05/24/13; Interviews and PSP selection process
5/29/2013	PC - Master Plan PSP Interview Panel's recommendation placed on agenda
6/5/2013	PC - Consideration of the Master Plan PSP Interview Panel's recommendation.
6/19/2013	CC - consideration of PC recommendation and PSP contract placed on agenda
6/25/2013	CC - consideration of PSP Contract
7/10/2013	PC - Master Plan rewrite kick-off meeting; PSP will be introduced to PC & will provide an outline and timeline to rewrite the Master Plan.

Att': Proposed Master Plan Rewrite RFP
Public Notice



REQUESTS FOR PROPOSALS

FOR THE

CITY OF JACKSON
MICHIGAN

FOR PROFESSIONAL SERVICES TO DEVELOP A
MASTER PLAN FOR THE CITY OF JACKSON, MICHIGAN

- Proposal Solicitation Date: Wednesday, March 13, 2013
9:00 A.M. Eastern Standard Time
- Pre-Proposal Meeting: Monday, April 8, 2013
10:00 A.M. Eastern Standard Time
- Pre-Proposal Meeting Location: City of Jackson, City Hall
10th Floor Conference Room
161 W. Michigan Avenue
Jackson, MI 49201
- Question must be submitted by: Friday, April 19, 2013 at 12:00 P.M. Eastern Standard Time
- Submit Questions in Writing to: City of Jackson Purchasing Department
ATTN: Shelly Allard
161 W. Michigan Avenue
Jackson, MI 49201
sallard@cityofjackson
- Responses will be published by: Friday, April 26, 2013 by 5:00 P.M. Eastern Standard Time
Responses will be available at www.cityofjackson.org/purchasing
- Proposal Submission Deadline: Friday, May 3, 2013 at 5:00 P.M. Eastern Standard Time**
- Submit Proposals to: City of Jackson Purchasing Department
161 W. Michigan Avenue
Jackson, MI 49201

PUBLIC NOTICE

REQUEST FOR PROPOSALS

FOR THE

CITY OF JACKSON
MICHIGAN

FOR PROFESSIONAL SERVICES TO DEVELOP A
MASTER PLAN FOR THE CITY OF JACKSON, MICHIGAN

NOTICE IS HEREBY GIVEN that the City of Jackson will accept sealed proposals for providing all professional services, labor, materials, and related incidentals necessary for the rewrite and development of a new Master Plan for the City of Jackson.

Copies of the Request for Proposals (RFP) will be available for pick up beginning Wednesday, March 13, 2013, at 9:00 AM EST, at the City of Jackson Purchasing Department, 161 W. Michigan Avenue, Jackson, MI 49201, or at <http://www.cityofjackson.org/purchasing/available-bids>.

Proposals will be accepted until 5:00 PM EST on Friday, May 3, 2013.

A pre-proposal meeting will be held on Monday, April 8, 2013, at 10:00 AM EST, at City Hall, 10th Floor Conference Room, 161 W. Michigan Avenue, Jackson, MI 49201.

Questions regarding the RFP must be submitted in writing and sent to the attention of Shelly Allard at the address below or via e-mail to sallard@cityofjackson.org no later than Friday, April 19, 2013 at 12:00 PM EST.

Proposals are to be sealed and marked "Proposal: Master Plan for the City of Jackson" and delivered to:

City of Jackson Purchasing Department
ATTN: Shelly Allard
161 W. Michigan Avenue, Jackson, MI 49201

The City Council reserves the right to accept or reject any or all Proposals, or any part therefore; waive any minor defects, irregularities or informalities; and to decide not to award any contract; or, award a contract deemed to be in the best interests of the City of Jackson.

Date of Publication: Sunday, March 17, 2013

Published in the *Jackson Citizen Patriot*, a secular newspaper of general circulation in Jackson, Michigan.

SECTION 1. PROJECT SUMMARY

A. DESCRIPTION AND OBJECTIVES

The City of Jackson, Michigan (“City”) is seeking a Professional Service Provider (“PSP”) to assist with the development and preparation of a cohesive yet flexible Master Plan which will guide the redevelopment and future growth of the City.

The City’s objective is to create a Master Plan which identifies means for the redevelopment and reuse of existing facilities and the full utilization of vacant/underdeveloped land. The resulting document will act as a guide in the continued update of the City’s zoning ordinance which is being transitioned towards a Form-Based Code. This approach will provide the much needed flexibility aimed at community-wide revitalization.

The resulting Plan must work in harmony with the City’s Overall Economic Stabilization Plan designed to halt declining property values through a multifaceted approach inclusive of public safety, code enforcement, housing rehabilitation, city-wide trash pick-up, and place making.

The Plan must also address and provide recommendations for all forms of transportation (complete streets), City and community services, parks and recreation, infrastructure (existing and future), historic preservation, economic development, future land uses, capital improvements planning, and other applicable elements. Specific emphasis shall be placed on brownfield, downtown, and corridor redevelopment inclusive of recommendations for their redevelopment/revitalization. .

While a data driven document, in order to ensure community support, input shall be sought from the general public, stakeholders, and various boards and commissions. A public participation plan shall be applied in tandem with the data collection the details of which shall be determined upon selection of the PSP. At a minimum, the Planning Commission, City staff, and the Downtown Development Authority shall have intimate involvement in the process.

B. BACKGROUND INFORMATION

Location and Demographics

The City of Jackson, Michigan, incorporated in 1843, utilizes a Council-Manager form of government. Located approximately 70 miles west of Detroit, 35 miles south of Lansing, and approximately 45 miles north of the Stateline with Ohio and Indiana, Jackson is located in the geographic middle of the County of the same name. The approximately 11 square mile City is most closely border by Blackman Charter Township to the northwest, north, and northeast, Summit Township to the southwest and south, and Leoni Township to the east. Additional demographic data is as follows:

Brief Reference of Demographics:

- Population – 33,534 (2010 U.S. Census)
- Average Household Size - 2.46 (2010 U.S. Census)
- Median Age – 32.2 (2010 U.S. Census)
- Households – 13,294 (2010 U.S. Census)
- Population density – 3,085 per sq. mile (2010 U.S. Census)
- Median Household Income - \$28,186 (2009-2011 American Community Survey)
- Median Home Value - \$73,400 (2009-2011 American Community Survey)

Community History

Jackson, Michigan was known by at least three names throughout its history. Jacksonburgh was founded in 1829 in honor of President Andrew Jackson and the first post office was established in 1830. Shortly thereafter the community became the County seat and on August 6, 1835 was renamed Jacksonopolis.. Finally, on December 8, 1838 it received its permanent name of Jackson. The settlement became the county seat in 1833, was incorporated as a Village in 1843, and became a City in 1857.

During the mid to late 1800's, Jackson became a major railroad hub in the Midwest, due to the construction of major railroad lines both before and after the Civil War. The historic train station, built in 1872, remains the oldest continuously operating passenger rail station in the United States. The investments in railroads lead to the development of major industries that included both steel manufacturing and the trade and transportation of raw materials. In the early twentieth century, automobile manufacturers sprouted up across the community due to access to affordable transportation for shipping. Several other manufacturers that provided parts to the automobile industry also located in Jackson during the first half of the twentieth century, including Goodyear (tires) and Kelsey-Hayes (brakes). While essential employment centers during the height of the industry, their eventual closure has left the community with sites challenged by issues of contamination and blight. Ongoing plant closures and layoffs remain a key deterrent to the City's resurgence.

Jackson has a long manufacturing history. Like many Midwestern communities, the City founders were drawn to the resources provided by a river: the Grand River traverses the City and the Downtown district. While manufacturing still provides an estimated 20.5% of total employment in the City, the educational, health and social services industry sector has moved into first place by providing an estimated 24.5% of total employment (2009-2011 American Community Survey). The ongoing plant closings and layoffs continue to have a negative effect on the City of Jackson.

Today, Jackson's largest employers are Allegiance Health Systems (major hospital and physician care facilities), Consumers Energy (utility provider), and a combination of various educational institutions (such as Jackson Community College, Spring Arbor University, Baker College, and the Jackson Public School District). There are still several predominant manufacturers in the

Jackson Community that account for a large portion of the City's employment sector (such as Alro Steel, Miller Industries, and Eaton-Aeroquip).

In close proximity to the City, there are other major employers and nearby recreation opportunities. These include several [State Prisons](#) (G. Robert Cotton Correctional Facility, Charles E. Egeler Reception Guidance Center, Parnall Correctional Facility, and Cooper Street Correctional Facility), a major motor speedway (Michigan International Speedway), and the largest State Park in Michigan's Lower Peninsula ([Waterloo State Recreation Area](#)).

Previous Plans and Studies

Following is a list of plans that will be made available to the selected PSP to reference and consider while rewriting the City's Master Plan. This list is not meant to be exhaustive or all-inclusive, but is intended to provide a summary of plans that could be utilized or cross-referenced during the rewrite to assure cohesion with other plans that have already been written or are currently being developed:

- [City of Jackson Comprehensive Plan \(2010 edition\)](#)
- [City of Jackson and Jackson County Joint Recreation Master Plan \(2010-2014 edition\)](#)
- [Master Plan for Sparks Foundation County Park \(2006\)](#)
- 2013 Ella Sharp Park Master Plan (currently being developed)
- [City of Jackson 2010-2014 CDBG/HOME Five-Year Consolidated Plan](#)
- [Jackson Area Comprehensive Transportation Study 2035 Long Range Transportation Plan \(2008\)](#)
- [Jackson Area Comprehensive Transportation Study 2011-2014 Transportation Improvement Program \(2010\)](#)
- [City of Jackson Master Street Plan \(2010\)](#)
- [Jackson Rail passenger Station Development Study \(2010\)](#)
- [Region 2 Planning Commission Comprehensive Economic Development Strategy \(2010\)](#)
- [Jackson County Economic Development Strategic Plan \(2010\)](#)

Any materials available at City Hall and from our partners in the community will be made available for the selected PSP to reference during the Master Plan rewrite process.

**If you are viewing this RFP online, hyperlinks have been imbedded for all of the documents and plans that are available for download.*

C. RFP SCHEDULE

Proposal Timeframe and Review Process

Date	Activity
03/13/2013	9:00 AM EST – RFP posted
04/08/2013	10:00 AM EST – Pre-proposal meeting; to be held at: City Hall, 161 W. Michigan Ave., Jackson, MI, 10 th Floor Conference Room
04/19/2013	12:00 PM EST – Questions regarding the RFP must be submitted in writing
04/26/2013	12:00 PM EST – Responses to Questions will be posted at: http://www.cityofjackson.org/purchasing/available-bids
05/03/2013	5:00 PM EST – Proposals are due
05/10/2013	PSPs will be selected for interviews
Varies	05/20/2013 - 05/21/2013 Selected PSPs will be interviewed
06/05/2013	6:30 PM EST – City of Jackson Planning Commission will consider proposals and recommend a PSP to City Council.
06/25/2013	6:30 PM EST – City Council will consider the Planning Commission’s recommendation and select a PSP.
07/10/2013	6:30 PM EST – Selected PSP will attend the regular Planning Commission meeting to kick-off the Master Plan rewrite process. A preliminary timeline of events/milestones will be proposed, by the PSP, to the Planning Commission.

Proposal Submission – Time and Manner

1. Proposals will be accepted until 5:00 PM EST on May 3, 2013. PSP Proposals submitted after that date and time shall not be considered. The ultimate responsibility for the delivery of the Proposal rests solely with the PSP. The City shall make no exception to the submission deadline based upon postal or other delivery service delays, even when untimely delivery of the Proposal was no fault of the PSP.
2. Proposals shall be sealed and marked “Proposal: Master Plan for the City of Jackson” and delivered to:

City of Jackson Purchasing Department
ATTN: Shelly Allard
161 W. Michigan Avenue, Jackson, MI 49201

3. Proposals sent by fax transmission will not be accepted.
4. A total of five (5) printed copies of the Proposal shall be submitted, consisting of four (4) bound copies, plus one (1) unbound copy. The City shall not be obligated to return any Proposals or materials submitted.
5. Proposals shall also be submitted in electronic format on CD-ROM as a .pdf file.

6. Proposals may be modified, corrected, or withdrawn in writing, and sent by mail, facsimile or email request. Any such requests must be received prior to the time fixed for the Proposal solicitation; and, provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Proposal Solicitation. All modifications, corrections, or requests for withdrawal must be clearly identified as such. No verbal requests will be accepted.

D. REPRESENTATION

1. PSPs are requested to submit written concerns regarding ambiguities, questions, or defects in the RFP by 12:00 PM EST on Friday, April 19, 2013.
2. The City assumes no responsibility for the verbal statements or representations made by its officers, agents, or employees prior to the execution of any Contract, unless such representations are made in writing and specifically included as part of the PSP Proposal, as an Addendum, or subsequently included in any resulting contract.
3. The City shall not be liable for any conclusions or interpretations drawn by the PSP from the information supplied. No increase in the Contract Amount shall be made on the basis of the PSP's lack of knowledge or misunderstanding of the requirements of the Project and/or site conditions.
4. Any failure by the PSP to obtain all the information it deems necessary to satisfy itself that it understands the scope of the Project shall not relieve the PSP, if awarded the contract, from complete performance of all Work for the amounts stated in its Proposal. Submission of a Proposal shall be deemed certification that the PSP has taken all steps necessary to become fully informed as to the nature and scope of the Work to be done, expectations, conditions, requirements, specifications, Contract Documents and the accuracy of estimates as to quantities of materials and labor. Failure to take such steps prior to submitting a Proposal will be at the PSP's own risk and the PSP's failure to take such steps will not: (a) secure relief on a plea of error or mistake; (b) excuse the successful PSP, from performance of the duties and obligations imposed under the terms of the Contract Documents; (c) serve as a basis for modifying the Contract in any way; or (d) justify any request for additional compensation or time.

E. PROPOSAL FORMAT AND CONTENT OF PROPOSAL

1. Proposal information shall be presented, to the extent possible, in a manner corresponding to, and identified by, the section or subsection titles stated in this RFP. All blank spaces on any required form, attachment or certification must be completed in ink or type written.
2. To be considered complete, Proposals must address the questions raised, and provide a complete response to the information requested, in the various Sections of this RFP.
3. Each PSP must also submit the information required in the list of exhibits as attached to

this RFP.

All Proposals shall include the following:

- a. Letter of Intent reflecting the PSP's understanding of the project and any challenges you foresee.
- b. Descriptions of your firm's experience working in environments you feel are similar to the City of Jackson. Please do not include work more than 10 years old.
- c. Description of your typical public participation process and any innovative techniques that your firm has found to be effective in conducting the public participation process as described in item F under "Evaluation Criteria" in this proposal. Submit a proposed Public Participation Plan.
- d. Demonstration of your understanding and familiarity with form-based codes and place-making.
- e. Description of any resources, significant skills or talents that your firm can bring to the process that distinguishes your firm from other similar PSPs
- f. Project timeline, including an estimated date of completion for the project with a breakdown of the number of hours required. Provide hourly rates for all personnel involved in the project.
- g. Names, addresses and responsibilities of key personnel participating in the project. Please include resumes for key personnel, including educational experience; Include designation of project principal and project manager.
- h. A Profile/resume for all primary employees or subcontractors who will be carrying out any part of your Proposal. Please indicate past projects the team has worked on together or how they operate together whether at the same firm, or with potential subcontractors, including sample projects worked on by the proposal team.
- i. Names and addresses of all firms involved in the project and related projects on which each firm has performed comparable work during the last five years. Please indicate references for each project.

F. EVALUATION CRITERIA AND SELECTION

The City of Jackson shall be the sole and final judge of the merits of the Proposals submitted.

Compliance with RFP Requirements

Proposals must be made in strict accordance with the instructions set forth in this RFP and shall be reviewed for completeness and compliance with the Proposal Requirements. The City shall

have no obligation to review or consider, and reserve the right to reject, any Proposal that fails to satisfy or conform to any of the RFP requirements.

Evaluation Categories and Factors

The City will evaluate proposals. The City reserves the right to select the Proposal it deems to be in the best interest of the project. The selection of the PSP will be based on the following criteria:

- PSP understanding and familiarity with the City's needs, goals, and objectives; the work involved, the nature of the proposed update, and past record of performance on contracts with other governmental agencies, including such factors as control of costs, quality of work and ability to meet schedules and the capacity of the PSP to perform work within the time limitations.
- Demonstrated ability to run effective community outreach campaigns which utilize public meetings, websites, social media, and other techniques to collect community input, as described in a Public Participation Plan.
- Previous experience and capabilities in comparable projects and the PSP's technical experience with comprehensive planning.
- A demonstration of the ability to provide creative solutions in developed communities which are implemented and embraced by the community.
- The specific approach the firm takes for the project. Although the City has identified the general nature of the services required, in some cases the PSP is given leeway toward the approach and methodology of those services. The PSP shall become familiar with the City government and existing land use planning documents during the development of the new Master Plan. The Proposal should reflect a specific approach and outline of the project, including all background information.
- Qualifications of the individuals who will have direct involvement with the tasks of this project.
- Cost.

SECTION 2. SCOPE OF WORK

The City anticipates that the following Scope of Work should be completed within a twelve (12) to sixteen (16) month timeframe.

Project Description and Intent

The City of Jackson's leaders are seeking a comprehensive approach to create vibrant, desirable and sustainable neighborhoods that enhance the quality of life for its residents. Jackson is a full-service community that provides several essential services including independent police and fire protection (with a limited partnership between adjacent townships), a wastewater treatment facility and water plant, many public parks, and approximately 240 full-time employees that are dedicated to serving the community.

The City of Jackson is the geographic, economic, and cultural center of Jackson County and the lower mid-Michigan area. Jackson's leaders have already developed an Overall Economic Stabilization Plan which provides several components of what the City's leaders believe needs to be accomplished to attain economic stability within the City. The City wants to completely rewrite its existing Comprehensive Plan, which was written in 2003 and received minor revisions in 2010, to target certain areas of the City and create a vision consistent with the Overall Economic Stabilization Plan.

Jackson is a mature core community that needs to respond to business development in the region while maintaining the residential character of its various neighborhoods. The goal going forward is to reinvigorate the City by generating new growth, developing new retail business and entertainment options, and addressing housing, transit, employment, and other community needs.

Study Area

The entire City will be considered the "study area" and the selected PSP will have to work with elected and appointed officials and take an overall comprehensive approach. Sub-areas, corridors, or other certain areas may need special consideration which will be identified during the initial phases of rewriting the Plan. There are certain areas that the City has already identified that need to be addressed specifically, such as the following:

Downtown

The City has a Downtown Development Authority that is charged with increasing the economic vitality of Downtown Jackson and will be involved with the development of the portion of the Plan that discusses Downtown. Jackson's Downtown has many historic buildings that the City would like to save, but also has an abundance of open space that is ready for redevelopment. Currently there is an excess of low-moderate income housing Downtown and some higher income housing. Middle-income, or "working class" housing, seems to be the missing element from the overall housing spectrum. A plan to increase the number of these types of housing options as well as creating more of an entertainment area or destinations for people to recreate after regular business hours is desired. The Downtown is perceived as having different

boundaries; the plan should discuss a strategy to create a sense of place to create universally accepted boundaries for Downtown.

Cooper Street Corridor

There are four main arterial roads that lead to Downtown Jackson, all of which are state owned and operated. Cooper Street is one of the main arterial roads that connect Downtown to Interstate 94, which is a high-volume highway connecting Detroit (to the east) and Chicago (to the west). City leaders and officials have discussed the opportunity to improve this corridor to make it the formal entryway to Downtown Jackson and the rest of the community, but no specific plans have ever been developed. When rewritten, it is critical that the Master Plan address this corridor. Some redevelopment has already occurred in the past ten years which has been a positive influence on the area, such as the redevelopment of an old state prison/armory into an artist community (The Armory Arts Village) as well as some offices and retail stores, and the reconfiguration of Cooper/Milwaukee (now North Francis) Streets to accommodate two-way traffic. However, there is still a lot of potential that needs to be considered to revitalize the area.

East Michigan Avenue

Informally named the “Health Care District” in the current Master Plan or sometimes the “Railroad District,” East Michigan Avenue, directly east of Downtown, is an area of great opportunity to become a multi-modal hub for the City. With the oldest, continually operating passenger railroad station in the nation, and two of the City’s largest employers within walking distance, this area is a prime location for redevelopment. There are several opportunities for commercial redevelopment in the area as well as a neighborhood immediately north of the train station and hospital that could serve as housing for employees of the adjacent major employers. While several ideas have been discussed for the revitalization of this area, nothing comprehensive has been developed.

Other Major Corridors

There are several other corridors with high traffic volumes that have opportunities for redevelopment that should be addressed as well. These include, but are not limited to, Fourth Street & Greenwood Avenue (southwest to Downtown), South Francis Street (south from Downtown to City limit), and Kibby Road & Griswold Street (southwest).

Plan Components

The following are the minimum components that must be included in the Master Plan. The City may require additional information or components to achieve overall goals of the Master Plan rewrite process.

Public Input

It is essential that the PSP demonstrate the ability to organize and lead public input gathering

sessions as manage other media outlets such as the local news organizations or social media websites. Throughout the process, it will be critical that public input is collected from the community through several outlets.

Place-Making

Identify neighborhoods and recommend strategies to create a sense of place through building or urban design, transportation oriented development, non-motorized transportation opportunities, form-based codes, historic preservation, and the protection of natural features.

Community Profile

Prepare a comprehensive profile of the City including history, location, demographics, and general physical characteristics of the City

Environmental Inventory

Create inventories of natural resources such as floodplains, wetlands, and other environmentally sensitive areas; brownfields and other contaminated sites; community assets such as landmarks and institutions; and other key elements of the built environment such as identifiable neighborhoods and districts.

Values/Policy

This component of the Plan should reflect the character and values of the community, and provide the overarching approach to land use, housing, transportation, community and economic development, natural resources, long-term sustainability, and other relevant choices for the City for the next 20 years. These are the guiding principles and should be the default considerations when there are future decisions, including any request for modification from the Plan, etc.

Land Use

Create an inventory of existing land uses; existing policies including the current and future land use plans; community assets; elements of the built environment; natural resources; and an analysis of the implementation of past plans.

Existing Land Use – This component of the Plan should include an inventory of existing land use and a detailed analysis of how and why the existing land use has come to be, including historic development patterns, past policies, and regulations such as Comprehensive Plans and the Zoning Ordinance.

Future Land Use – This map/plan should reflect proposed transportation networks, housing, economic development strategies, and the relationship between various land uses. The future land use component of the Plan should focus on innovative ways to encourage infill, provide for mixed-use developments, encourage adaptive reuse, provide for alternative modes of transportation, protect existing character, support the vision for the future character, and protect

natural features. The Plan should also identify areas of potential re-use based on neighborhood characteristics.

Transportation Plan

The Transportation Plan must recognize commuter patterns, existing and proposed land uses, and should address alternative modes of transportation such as non-motorized pathways. Currently, the City has several miles of non-motorized pathways and bike lanes, but seeks to provide continuity between the routes. The Plan should also identify techniques to calm traffic in densely developed areas and on residential streets often used informally as major thoroughfares. Additionally, mass-transit options and connectivity should be addressed including the use of the historic train station as a multimodal hub. Additionally, consideration of mass-transit options and connectivity shall be included within the framework of providing complete streets.

Housing Typology Plan

As alluded to above, the City has a variety of neighborhoods and housing typologies. The plan should include an existing housing typology plan and recommend opportunities for diversifying housing products, increasing or decreasing density; where appropriate, maintaining historic building stock, providing new mixed use opportunities that include housing, and reintegrating neighborhoods based on the availability of housing options. In order to develop a Form-Based Code, the housing typology plan should identify the range of building styles, setbacks, and other elements that make each neighborhood/district unique.

Consideration should also be given to alternative energy technologies and sustainable development practices for existing and future housing developments and the potential need for expanded amenities in existing neighborhoods. Identification of neighborhood market areas (not necessarily by neighborhood associations) is desired. The goal of such analysis will be recommendations by market, for infill, conversion or expansion opportunity by housing product type.

Economic Development

This section must identify existing characteristics of the City which support economic development that can be enhanced and promoted. It should also identify characteristics that must be developed in order to attract and retain businesses and the high quality workforce necessary to support them. The City is interested in indentifying any existing clusters that may indicate a need for business attraction and retention activities. Lastly, potential for creating employee-owned or cooperative business where potentially low-skilled labor can earn higher incomes through ownership progression should be explored to help provide opportunity to existing residents for both employment and creation of wealth. Specific emphasis shall be placed on brownfield, downtown, and corridor redevelopment inclusive of recommendations for their revitalization.

City Services

With revenues decreasing every year the City will need to develop an approach to provide excellent customer service with fewer recourses. The plan should explore alternatives to consolidate City services or reduce costs for maintenance and other ongoing expenses.

Plan Implementation, the Zoning Plan, and Zoning Ordinance Revision

It is important to note the City has been rewriting its zoning ordinance for over a year. Several sections have been amended and updated, but are incongruent at times with the City's current Comprehensive Plan and should be taken into consideration when Developing the Master Plan. The creation of a well developed set of implementation strategies designed to provide guidance and direction to be used by decision makers is a critical component of the Plan. It must be pragmatic and detailed, so that the City can achieve goals identified for each section of the Plan. These strategies shall include specific recommendations for prioritizing projects, developing infrastructure, funding strategies, public education, creating necessary ordinances, and direction for rewriting the existing Zoning Ordinance.

A Zoning Plan shall also be provided in accordance with the Michigan Zoning Enabling Act (PA 110 of 2006, MCL 125.3101 et. seq). Additionally, the PSP or sub-contractor may continue work with the Planning Commission and City staff on zoning ordinance revisions. Form based codes or a hybrid method will be utilized in the revision.

Statutory Requirements

All aspects of the Master Plan will be prepared in accordance with the Michigan Zoning Enabling Act (PA 110 of 2006, MCL 125.3101 et. seq), and the Michigan Planning Enabling Act, (PA 33 of 2008, MCL 125.3801 et. seq).

LIST OF EXHIBITS

Informational:

Exhibit A

Template for a Professional Services Agreement (PSA) Contract with Exhibits – *to be completed by the PSP if selected*. This contract contains standard language that is subject to approval by the City of Jackson prior to execution. The PSA also includes information about PSP insurance requirements.

To be completed and attached to the Proposal Response:

Exhibit B Proposal Submission

Exhibit C Cost Proposal

Exhibit D Non-Collusion Affidavit

Exhibit A – Informational item only

CITY OF JACKSON
STANDARD TERMS AND CONDITIONS
FOR
PROFESSIONAL SERVICE AGREEMENT

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

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amount identified in PSP's proposal dated _____, 20____, (Proposal) constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for all professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the Proposal and the Owner's Request for Proposal (RFP) dated _____, 20____. Said RFP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. **SERVICES:** The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFP.
2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Proposal in accordance with the terms of payment set forth herein.

Payment for any extra or additional services provided by PSP that are beyond the scope of the RFP and Proposal is contingent upon preliminary cost estimates for providing such extra or additional services and shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same.

4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by PSP to perform services constitutes them as independent contractors and not as an employee of the City.
6. **INSURANCE:** The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP.

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$1,000,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

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

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

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written

verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.

9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **OWNER OBLIGATIONS:** Owner shall at no cost to PSP:
 - A. Provide all information to PSP as identified in the RFP.
 - B. Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
 - C. Provide PSP personnel with access to work sites so that they may perform the work under the Contract without interference.
 - D. Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
 - E. Furnish to PSP prior to any performance by PSP a copy of any specifications, maps, ordinances, or other documents which Owner shall require PSP to follow in its performance of services under the Contract.
11. **INDEMNIFICATION:** To the maximum legal extent permissible under Michigan law, the PSP hereby agrees to defend, indemnify, and hold harmless the Owner, its agents, representatives, employees or officials (City), from any and all losses, damages, claims, demands, suits, actions, payments, judgments including any and all expenses, legal or otherwise, and any and all liability for property damage, bodily injury, death, or any other injury or damage, of whatever nature, which arises out of or pertains to any of the work or services performed by the PSP under this Contract and regardless of whether the liability of the City would be based upon allegations of passive negligence involving vicarious liability or liability imposed by operation of law or, in contrast, involves liability predicated upon allegations of active negligence involving acts, omissions of alleged negligence or wrongdoing by the City itself. Provided, however, in the event it were determined that Act 165 of the Public Acts of Michigan 1966, as amended, were

applicable and would otherwise make void this provision, it is the intent of the parties that the PSP would defend the City, but then, and only then, would the PSP not be required to indemnify the City for the City's liability predicated upon the City's sole negligence or wrongdoing.

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

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the _____ day of _____, 20_____.

Project Identification: _____

Professional Service Provider, (PSP)

(Type Name of Company)

Witness

By _____

Its _____

City of Jackson, (OWNER)

Witness

By _____

Its _____

Approved as to Content:

Approved as to Form:

Patrick H. Burtch
City Manager

Julius A. Giglio
City Attorney

Exhibit B – Must be included with proposal submission

PROPOSAL SUBMISSION

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the unit prices as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Jackson. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Jackson that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

DATE: _____

FIRM NAME: (if any) _____

ADDRESS: _____

(Street Address) (City) (State) (Zip)

PHONE NO. (____)_____ FAX NO.: (____)_____

EMAIL: _____

SIGNATURE

PRINTED NAME: _____

TITLE: _____

Subscribed and sworn to before me this ____ day
of _____, 20 __, a notary public in
and for said county.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Exhibit C – Must be included with proposal submission

COST PROPOSAL

Cost proposals will be evaluated after a review and evaluation of each PSP's Qualifications Proposal.

The City is seeking a lump-sum bid which includes:

1. Task-by-Task Summary: Itemize all of the tasks and associated costs that are included in the lump-sum bid.
2. Deliverables: the bid should include deliverables and their associated costs.
3. General and Administrative Burden or Overhead: Indicate percentage and total.
4. Costs of Supplies and Materials: Itemize.
5. Transportation Costs: Show travel costs and per diem separately.
6. Other Direct Costs: Itemize any costs not included in the above items that are deemed necessary.

The Cost Proposal must also include a breakdown of costs, should the City require additional services above and beyond the services proposed in the lump-sum bid. This should include, in a readable format, a breakdown of costs as described below:

1. Manpower Costs: Itemize so as to show the following for each category of personnel with a different rate per hour:
 - a. Category, i.e., project manager, senior planner, analyst, etc.
 - b. Rate per hour
2. General and Administrative Burden or Overhead: Indicate percentage and total.
3. Costs of Supplies and Materials: Itemize.
4. Transportation Costs: Show travel costs and per diem separately.
5. Other Direct Costs: Itemize any costs not included in the above items that are deemed necessary.

Exhibit D – Must be included with proposal submission

Non-Collusion Affidavit

STATE OF MICHIGAN)

COUNTY OF JACKSON)

_____, being first duly sworn, deposed and says that:

1. He/She is _____ of _____

_____, the Professional Service Provider (PSP) that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PSP nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other PSP, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other PSP, firm or person to fix the price or prices in the attached proposal or of any other PSP, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other PSP, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the PSP or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The undersigned signed this on the ____ day of _____, 20__.

SIGNATURE

PRINTED NAME: _____

TITLE: _____

Subscribed and sworn to before me this ____ day

of _____, 20 __, a notary public in and for said county.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Julius A. Giglio

City Attorney

Bethany M. Smith

Deputy City Attorney

Gilbert W. Carlson

Assistant City Attorney

OFFICE OF THE



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Jackson, MI 49201

(517) 788-4050

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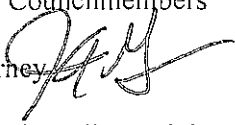
Fax: (866) 971-2117

CITY ATTORNEY

CITY COUNCIL MEETING

March 12, 2013

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Julius A. Giglio, City Attorney 
SUBJECT: Ordinance to Repeal Medical Marihuana Moratorium Ordinance
DATE: March 7, 2013

REQUESTED ACTION: To approve the proposed ordinance to repeal the temporary medical marihuana moratorium ordinance and place it on the next regularly scheduled Council Agenda for final adoption.

Attached please find a proposed ordinance that repeals Ordinance 2012.40, the City's temporary medical marihuana moratorium ordinance. As Council is aware, the Michigan Supreme Court in February 2013 decided the case of *State of Michigan v. McQueen* (___ NW 2d ___, WL 490682 Mich., February 8, 2013), which addressed medical marihuana dispensaries and other issues pertaining to the Michigan Medical Marihuana Act, MCL 333.26421 et seq.

The Council's Medical Marihuana Workgroup continues to meet to discuss a possible medical marihuana ordinance that will be in compliance with the ruling in the *McQueen* case. However, at this time, no ordinance is ready to present to Council.

Since the City's moratorium ordinance allows existing dispensaries to continue to operate, I believe our moratorium ordinance is in conflict with the decision in the *McQueen* case. Accordingly, I recommend that Council repeal the medical marihuana moratorium ordinance.

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

JAG/dn

Enc.

cc Patrick Burtch, City Manager
Matthew Heins, Director of Police and Fire Services
Bethany Smith, Deputy City Attorney

ORDINANCE 2013, __

An Ordinance repealing Ordinance 2012.40, which created a temporary moratorium on the establishment of operations and the issuance of permits or licenses for operations that relate to either the cultivation, dispensing, or use of medical marihuana in the City of Jackson.

WHEREAS, On December 11, 2012, the Jackson City Council adopted Ordinance 2012.40, which extended the moratorium on the establishment of operations and the issuance of permits or licenses for operations that relate to the cultivation, dispensing, or use of medical marihuana; and

WHEREAS, On February 8, 2013, the Michigan Supreme Court decided the case of *State of Michigan v. McQueen*, (___ NW 2d ___, WL 490682 Mich., February 8, 2013), which addressed medical marihuana dispensaries and other issues pertaining to the Michigan Medical Marihuana Act, MCL 333.26421 et seq.; and

WHEREAS, The City Council wishes to repeal Ordinance 2012.40 so that all operations related to either the cultivation, dispensing, or use of medical marihuana within the City of Jackson are in compliance with State law; now therefore,

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Repeal of Moratorium Ordinance.

Ordinance 2012.40, adopted December 11, 2012, which created a temporary moratorium on the establishment of operations and the issuance of permits or licenses related to either the cultivation, dispensing, or use of medical marihuana is hereby repealed.

Section 2. Effective Date.

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