



AGENDA - CITY COUNCIL MEETING

March 23 , 2021

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Second Ward Councilmember Freddie Dancy**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
6. **PUBLIC HEARINGS.**
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
 - A. **Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021**
Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021.
9. **CONSENT CALENDAR**
 - A. **Minutes of the Regular Meeting of March 9, 2021**

Approve the minutes of the regular City Council Meeting of March 9, 2021.

B. Receipt of the Draft 2021-2022 Annual Action Plan for CDBG/HOME Funds and authorization to make available for public comment

Receive the draft Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) 2021-2022 Annual Action Plan and authorize distribution to receive public comment.

C. Special Event Application for the Pullover Prevention Clinic

Approve a request from Robin Craft-Jones to host a Pullover Prevention Clinic on Saturday, April 17, 2021 at the Martin Luther King Recreation Center.

D. Special Event Application for the Jackson College Office of Multicultural Affairs Juneteenth Celebration

Approve a request from the Jackson College Office of Multicultural Affairs to host their Juneteenth Celebration on Saturday, June 19, 2021 in Horace Blackman Park and downtown Jackson.

E. Special Event Application for Jackson American Association of University Women (AAUW) Flower Sale Distribution

Approve a request from Jackson American Association of University Women (AAUW) to conduct their Flower Sale Distribution event on Thursday, May 6, 2021 from 7:30 am to 3:00 pm at the Grand River Farmer's Market.

F. Special Event Application for the Ella Sharp Museum "Walk through Jackson's Past"

Approve a request from the Ella Sharp Museum to host their Walk Through Jackson's Past on May 23, 2021 and October 3, 2021 in Mount Evergreen Cemetery.

G. Approve the sale of City Owned Property located at 212 W. Mansion Street to Prison City Physique, LLC for \$700.75

Approve the sale of City owned property located at 212 W. Mansion Street to adjoining property owner, Prison City Physique, LLC, and authorize the City Manager to execute property transfer documents, allow City Attorney to make minor modifications as needed.

H. Resolution in support and commitment for the Statewide Local Bridge Bundle Pilot Project

Approve a resolution of support and commitment for the Statewide Local Agency Bridge Bundle Project, and authorize the Mayor and City Clerk to execute the appropriate documents.

I. Engineers Report for street construction and water and sewer main replacement – Biddle Street – Mechanic Street to Martin Luther King, Jr. Drive

Receive the Engineer's Report for street reconstruction with water and sewer main replacement on Biddle Street from Mechanic Street to Martin Luther King, Jr. Drive and establish April 27, 2021 at the City Council meeting as the time and place to hold a public meeting of necessity.

J. Engineer's Report for street reconstruction and water and sewer main replacement on Cooley Place from Mechanic Street to Martin Luther King, Jr. Drive

Receive the Engineer's Report for street reconstruction with water and sewer main replacement on Cooley Place from Mechanic Street to Martin Luther King, Jr. Drive and establish April 27, 2021 at the City Council meeting as the time and place to hold a public meeting of necessity.

K. Special event application for the Recruit Specialized Staffing Easter Egg Hunt

Approve a request from Recruit Specialized Staffing to conduct their Easter Egg Hunt on Saturday, April 3, 2021 from 10am – 2pm in Horace Blackman Park and the CP Federal City Square

L. Resolution extending virtual meetings pursuant to Local Emergency Declaration

Approve a resolution permitting City Council and other City boards and commissions to meet remotely due to ongoing Covid-19 pandemic under Open Meetings Act Amendment permitting continued remote meetings pursuant to local emergency declarations.

10. OTHER BUSINESS.

11. NEW BUSINESS.

A. Award the bid to Allied Mechanical Services for Final Clarifier Launder Cover Improvements at the Wastewater Treatment Plant for \$344,400.00

Award the bid to Allied Mechanical Services for Final Clarifier Launder Cover Improvements at the Wastewater Treatment Plant for \$344,400.00 and authorize the City Manager to execute the appropriate documents.

B. Award the contract to BioTech Argonomics, Inc., Beulah, Michigan, for the hauling and land application of biosolids from the Wastewater Treatment Plant

Award the contract to BioTech Argonomics, Inc., Beulah, Michigan, for the

hauling and land application of biosolids removal contract at a price of \$0.0349 per gallon

C. Amendment 1 to the 2021 Major Street & Traffic Signal Engineering Contract

Approval of Amendment 1 to the 2021 Major Street & Traffic Signal Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of \$57,830.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

D. City Owned, H4HH & City Grounds Maintenance Lot Mowing Contract

Renew the contract for City owned, H4HH & City grounds maintenance lot mowing for the 2021 season to the lowest responsible bidder, Alpha & Omega Construction.

E. Private Lot Mowing Contract Renewal 2021

Renew the contract for as-needed private lot mowing for the 2021 season to the lowest responsible bidder to enforce the Noxious Weeds Ordinance. Elysian Landscape was the lowest qualified bidder awarded the contract in 2019. This would be their second renewal (3rd year of contract)

12. CITY COUNCILMEMBER'S COMMENTS

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021.

Attached is a memo from Shane LaPorte, the Director of Neighborhood and Economic Operations, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021. Monthly expenses includes Personnel Salaries & Expenses, Administration, City Attorney Expenses, Homeowner Emergency Hazards/Major Component Project Cost, and Parks & Recreation Expenses.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood and Economic Operations

DATE: March 23, 2021

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending February 28, 2021.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- City Attorney Expenses
- Homeowner Emergency Hazards / Major Component Cost
 - ❖ 632 N. East St.
- Parks & Recreation Expenses
 - ❖ Loomis Park Boos Center Improvements

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2021.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eight Months Ended February 28, 2021

	<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>Administration</u>							
1 Administration & Planning							
FY 2019/2020	78,000	-	-	78,000	78,000	0	100.0%
FY 2020/2021	100,000	-	15,067	49,072	49,072	50,928	49.1%
<u>Code Enforcement</u>							
2 City Attorney Office							
FY 2019/2020	28,700	2,949	1,627	5,355	8,304	20,396	28.9%
<u>Rehabilitation Projects</u>							
3 Rehabilitation Administration							
FY 2017/2018	123,500	105,736	-	17,764	123,500	0	100.0%
FY 2019/2020	46,450	-	51	46,638	46,638	(188)	100.4%
FY 2020/2021	45,000		8,092	8,092	8,092	36,908	18.0%
4 Homeowner Rehabilitation							
FY 2016/2017	28,247	21,829	-	-	21,829	6,418	77.3%
5 City Emergency Hazard Repair Program							
FY 2018/2019	226,635	128,903	7,000	96,153	225,055	1,580	99.3%
FY 2020/2021	423,902	-	-	38,240	38,240	385,662	9.0%

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Eight Months Ended February 28, 2021

	<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>Street Projects</u>							
6 Special Assessments (FY 2015/2016)							
FY 2019/2020	25,000	-	-	4,365	4,365	20,635	17.5%
7 Steward: RR to E Ganson							
FY 2019/2020	24,550	23,880	-	670	24,550	(0)	100.0%
FY 2020/2021	170,000	-	-	27,291	27,291	142,709	16.1%
8 Street Lighting (FY 2019/2020)	379,924	53,536	-	236,079	289,615	90,309	76.2%
9 Street Construction - Chalet Terrance (FY2019/2020)							
FY 2019/2020	480,000	-	-	480,000	480,000	-	100.0%
FY 2020/2021	220,000	-	-	177,587	177,587	42,413	80.7%
10 Pre-construction Design (FY 2020/2021)	151,266	-	-	4,248	4,248	147,018	2.8%
<u>Recreation -Other Projects</u>							
11 Loomis Park Court Improvements	312,849	6,500	-	237,072	243,572	69,277	77.9%
12 Park Improvements							
FY 2018/2019	68,858	68,858	-	-	68,858	-	100.0%
13 Boo Center Improvements (FY 2020/2021)	305,000	-	160,917	182,942	182,942	122,058	60.0%
<u>Public Service</u>							
14 King Center Summer Youth Program (FY 2019/2020)	18,832	18,832	-	-	18,832	-	100.0%
15 Loomis Park Playground Program (FY 2019/2020)	2,881	2,881	-	-	2,881	(0)	100.0%
16 Kitchen Incubator Program (FY 2019/2020)	7,451	-	-	-	-	7,451	0.0%
<u>Demolition</u>							
17 Demolition							
FY 2016/2017	136,125	81,092	-	55,033	136,125	0	100.0%
FY 2019/2020	259,000	-	-	104,689	104,689	154,311	40.4%
FY 2020/2021	300,000	-	-	-	-	300,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Eight Months Ended February 28, 2021

	<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 2018/2019	161,290	146,448	-	14,842	161,290	-	100.0%
FY 2019/2020	55,068	-	-	54,384	54,384	684	98.8%
2 HOME Administration							
FY 2017/2018	26,000	26,000	-	-	26,000	-	100.0%
FY 2018/2019	28,000	28,000	-	-	28,000	-	100.0%
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	-	-	-	-	33,000	0.0%
3 CHDO Reservation							
FY 2017/2018	40,000	-	-	-	-	40,000	0.0%
FY 2018/2019	175,584	-	-	-	-	175,584	0.0%
FY 2019/2020	503,052	-	-	-	-	503,052	0.0%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
4 CHDO Operating Expenses							
FY 2017/2018	14,000	-	-	-	-	14,000	0.0%
FY 2018/2019	18,000	-	-	-	-	18,000	0.0%
FY 2019/2020	18,000	-	-	-	-	18,000	0.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Eight Months Ended February 28, 2021

	<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>Administration</u>							
1 CDBG-CV Admin City FY 2020/2021	60,000	-	-	1,728	1,728	58,272	2.9%
2 CDBG-CV Admin CAA FY 2020/2021	20,000	-	-	11,979	11,979	8,021	59.9%
<u>Homeless Prevention - Public Services</u>							
3 Eviction Prevention FY 2020/2021	120,000	-	-	115,372	115,372	4,628	96.1%
4 Foreclosure Prevention FY 2020/2021	60,000	-	-	36,117	36,117	23,883	60.2%
5 Water Shut-off Protection FY 2020/2021	246,020	-	-	8,762	8,762	237,258	3.6%



CITY COUNCIL MEETING MINUTES

March 9 , 2021

CALL TO ORDER:

The Jackson City Council met virtually, in accordance with State and Federal guidelines designed to mitigate the spread of COVID-19, and the meeting was called to order at 6:31 p.m. by Mayor Derek J. Dobies.

PLEDGE OF ALLEGIANCE AND INVOCATION:

The Council joined in the Pledge of Allegiance. Invocation was given by Vice Mayor Arlene Robinson in which she offered a moment of silence to pray or worship in another way.

ROLL CALL:

Present: Mayor Derek Dobies, Vice Mayor Arlene Robinson, Councilmembers Freddie Dancy, Jeromy Alexander, Laura Schlecte, and Karen Bunnell.

Absent: Councilmember Will Forgrave.

Also Present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Murray, Director of Parks and Recreation Kelli Hoover, Director of Neighborhood and Economic Operations Shane LaPorte, Director of Police and Fire Services Elmer Hitt, Director of Diversity, Equity, and Inclusion John Willis, City Engineer Jon Dowling, and Public Information Officer Aaron Dimick.

ADOPTION OF AGENDA:

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to adopt the agenda. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell. (6). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. Public hearing on a State of Michigan Department of Natural Resources Trust Fund Grant application for a MLK Equality Trail new trail project from Prospect Street to S. West Avenue

No comments were submitted for the public hearing.

CITIZEN COMMENTS:

City Clerk Andrea Muray read comments submitted into the record.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. 2020 City of Jackson Annual Report

Motion was made by Councilmember Alexander, seconded by Vice Mayor Robinson to accept and place on file the 2020 City of Jackson Annual Report. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell. (6). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of February 23, 2021

Approve the minutes of the regular City Council Meeting of February 23, 2021.

B. Approval of sale of City Owned Property at 1110 Plymouth Street to Lily Missionary Baptist Church

Approve the sale of City owned property at 1110 Plymouth Street to adjacent property owner Lily Missionary Baptist Church

C. Traffic Control Order 2343 - Oakridge Drive at Fourth Street

Approve Traffic Control Order 2343 to install “No Parking Any Time” sign with proper arrow the legal distance of 30’ west of “Stop” sign at the intersection of Oakridge Drive and Fourth Street

D. Traffic Control Orders 2344-2345

**Avondale Street - Oakridge Drive to Crescent Road
Briarcliff Road - Oakridge Drive to Crescent Road**

Approval of Traffic Control Orders 2344 and 2345 to Install “No Parking Any Time” signs on the west side of Avondale Street and Briarcliff Road, Oakridge Drive to Crescent Road

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve the consent calendar. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell. (6). Nays: none. Motion carried.

OTHER BUSINESS:

A. Fair Chance Housing Ordinance

Recommendation: *Approve final adoption of Ordinance No. 2021-01 - Fair Chance Housing*

Motion was made by Mayor Dobies, seconded by Councilmember Alexander to approve the final adoption of Ordinance No. 2021-01 adding sections 14-600 through 14-625 of Article VII of Chapter 14 of the Code with amendments to Section 14-609(a) by striking the original language and replacing it with *A housing provider shall ensure that all solicitations or advertisements for the rental or lease of eligible housing, or those made on their behalf, are consistent with the provisions of this Article*, Section 14-612 by adding landlords to the eligible group for which education and outreach may be available for, and Section 14-617 by making the effective date 90 days after final adoption.

A motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to postpone the item until the next Council meeting and schedule a work session next week.

Councilmember Alexander called the question, but the motion died for lack of a second.

Vote was taken on the motion to postpone. Vote – Yeas: Councilmembers Dancy and Schlecte (2). Nays: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, and Bunnell (4). Motion failed.

Motion was made by Councilmember Schlecte to amend the main motion by changing Section 14-604 (a) (2) to say *Provided to the applicant a written approval letter conditional upon review and approval of applicant's criminal conviction history if any*. Motion died for lack of a second.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to amend the main motion by revising Section 14-604 (c) to read *It is the responsibility of a housing provider to provide written instructions to its employees and agents that they must comply with this Article*.

Vote – Yeas: Councilmember Schlecte (1). Nays: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, and Bunnell (5). Motion failed.

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to amend the main motion to change Section 14-607 (d) from 14 calendar days to 48 hours. Councilmember Schlecte withdrew her motion.

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to amend the main motion to change Section 14-607 (d) from 14 calendar days to 3 calendar days.

Councilmember Alexander called the question, but the discussion came to an end when Mayor Dobies made a motion, seconded by Councilmember Alexander to amend the motion to amend the main motion to change Section 14-607 (d) from 3 calendar days to 7 calendar days. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, and Bunnell (5). Nays: Councilmember Schlecte (1). Motion carried.

Vote was taken on the motion to amend the main motion to change Section 14-607 (d) from 14 calendar days to 7 calendar days. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, and Bunnell (5). Nays: Councilmember Schlecte (1). Motion carried.

Motion was made by Councilmember Schlecte to amend the main motion to eliminate Section 14-609 in its entirety. The motion died for lack of a second.

Motion was made by Councilmember Schlecte to amend the main motion to eliminate Section 14-610 in its entirety. The motion died for lack of a second.

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to amend the main motion by eliminating Section 14-611 (d). Vote – Yeas: Councilmember Schlecte (1). Nays: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, and Bunnell (5). Motion failed.

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to amend the main motion by striking paragraph 1 of Section 14-615 (a) (1). Councilmember Schlecte withdrew her motion.

Motion was made by Councilmember Schlecte to amend the main motion by changing Section 14-617 from taking effect 90 days after final adoption to 6 months after final adoption. Motion died for lack of a second.

Vote was taken on the main motion as amended. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, and Bunnell (5). Nays: Councilmember Schlecte (1). Motion carried.

NEW BUSINESS:

A. Approval of a resolution to apply for a Trust Fund Grant to the State of Michigan Department of Natural Resources for a MLK Equality new trail project from Prospect Street to S. West Avenue

Recommendation: *Approve a resolution to apply for a Trust Fund Grant to the State of Michigan Department of Natural Resources for a MLK Equality new trail project from Prospect Street to S. West Avenue and authorize the Mayor and Clerk to execute the appropriate documents.*

Motion was made by Councilmember Alexander, seconded by Vice Mayor Robinson to approve the resolution to apply for a Trust Fund Grant to the State of Michigan Department of Natural Resources for a MLK Equality new trail project from Prospect Street to S. West Avenue, and authorize the Mayor and Clerk to execute the appropriate documents. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell (6). Nays: none. Motion carried.

B. Contract Award for the Morrell & Steward Water Main Contract

Recommendation: *Approve an award of the contract for the Morrell & Steward Water Main Replacement to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$903,634.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve the award of the contract for the Morrell & Steward Water Main Replacement to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of \$903,634.00, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell. (6). Nays: none. Motion carried.

C. Change Order 2 to the contract with Insituform Technologies USA, LLC for the 2018 Sewer Rehabilitation contract

Recommendation: *Approve Change Order 2 to the contract with Insituform Technologies USA, LLC for the 2018 Sewer Rehabilitation contract in the increase amount of \$419,199.10 to change contract costs for various items to obtain required strength materials and to add work to line sewers in the Sulgrave Avenue area and downtown on the low level interceptor, and authorize the City Manager to execute the appropriate document.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve Change Order 2 to the contract with Insituform Technologies USA, LLC for the 2018 Sewer Rehabilitation contract in the increased amount of \$419,199.10 to change contract costs for various items, to obtain required strength materials, and to add work to line sewers in the Sulgrave Avenue area and downtown on the low level interceptor, and to authorize the City Manager to execute the appropriate document. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell. (6). Nays: none. Motion carried.

D. Sale of City owned property at 906 W. Washington Avenue, parcel ID# 3-061800000 for \$500 to Greater Jackson Habitat for Humanity of Jackson, Michigan

Recommendation: *Approve the sale of City owned property located at 906 W. Washington Ave, Parcel ID # 3-061800000 for \$500 to Greater Jackson Habitat for Humanity of Jackson, Michigan. Authorize the City Manager or designee to create a Property Transfer and Development Agreement, and any other documents required to complete sale of the property.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to table the item and put the sale of the property out for open bid to the general public. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Schlecte, and Bunnell. (5). Nays: Councilmember Dancy (1). Motion carried.

E. Sale of City owned property located at 2014 Pringle Street for \$60,000

Recommendation: *Approve the sale of City owned property located at 2014 Pringle Street for \$60,000, and authorize the City Manager to sign all documents associated with the property transfer and make minor modifications as needed to complete the sale.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve the sale of City owned property located at 2014 Pringle Street for \$60,000, and authorize the City Manager to sign all documents associated with the property transfer and make minor

modifications as needed to complete the sale. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell. (6). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

Mayor Dobies, Vice Mayor Robinson, and Councilmembers Dancy, Alexander, and Schlecte all offered comments. Councilmember Bunnell declined to offer comments.

MANAGER’S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Alexander and was seconded by Councilmember Dancy. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 8:52 p.m.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: Receipt of the Draft 2021-2022 Annual Action Plan for CDBG/HOME Funds and Authorization to Make Available for Public Comment

Recommendation:

Receive the draft Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) 2021-2022 Annual Action Plan and authorize distribution to receive public comment.

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, requesting City Council receive the draft 2021-2022 Annual Action Plan and authorize distribution to receive public comment.

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: March 23, 2021

RECOMMENDATION: Receipt of the Draft 2021-2022 Annual Action Plan for CDBG/HOME Funds and Authorization to Make Available for Public Comment

SUMMARY

Receive the draft Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) 2021-2022 Annual Action Plan and authorize distribution to receive public comment.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations associated with the receipt of the draft Annual Action Plan.

HISTORY, BACKGROUND and DISCUSSION

The Annual Action Plan is used to summarize the actions, activities, and programs to be financially supported with CDBG and HOME funds during the next fiscal year. The projects in the Annual Action Plan reflect City Council's preliminary allocations made during its regular meeting on February 23, 2021, which align with the priority needs and specific objectives identified in the Five-Year Consolidated Plan.

DISCUSSION OF THE ISSUE

The Annual Action Plan covers the first year from July 1, 2021 through June 30, 2022. To remain in compliance with HUD rules and regulations, the Annual Action Plan must be available for a 30-day public review and comment period. The Plan will be available electronically through the City's website and hard copies will be available in City Hall at the Clerk's Office (first floor) and NEO's lobby (third floor), at the Jackson District Library's Carnegie Branch downtown, at Community Action Agency, and the three (3) public housing complexes at Reed Manor, Chalet Terrace, and Shahan-Blackstone North. A hard copy of the draft Plan will also be provided to the Mayor and Council Members.

Once distributed for public review and comment, the Annual Action Plan cannot be substantially changed, such as adding or deleting priorities, goals, or projects. Minor modifications to correct typographical errors or add additional maps or charts are allowed; however, the basic intent of the Plan must remain unchanged.

The 30-day public comment will culminate on April 27, 2021 at which time City Council will make final allocations based on the actual amount of grant funds the City will receive versus the estimated amounts used for preliminary allocations.

POSITIONS

Requested action is for City Council to receive the draft Annual Action Plan and authorize distribution for the 30-day public comment period between March 24 and April 27, 2021.

Attachment: 2021-2022 Annual Action Plan

JACKSON

Founded 1829

Community Development Block Grant
HOME Investment Partnerships Program
2021-2022 Annual Action Plan



Boos Center, Loomis Park

The attached document is a draft report. Please display until
Tuesday, April 27, 2021

Citizens are encouraged to provide comments regarding this report in writing to:

Dept of Neighborhood & Economic Operations
ATTN: Michelle L. Pultz-Orthaus
161 W Michigan Ave, Jackson, MI 49201
E-mail: mpultz@cityofjackson.org

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Appendix A City Council Resolution (not available with draft)

Appendix B Certifications (not available with draft)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Jackson presents this Annual Action Plan for the second year of its 2020 – 2024 Five-Year Consolidated Plan and covers the period of July 1, 2021 through June 30, 2022, also referred to as Program Year (PY) 2021 or Fiscal Year (FY) 2021. PY 2021 represents the City's 47th consecutive year to receive a Community Development Block Grant (CDBG) formula allocation as an entitlement community and 30th year to receive a HOME Investment Partnerships Program (HOME) formula allocation as a participating jurisdiction.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The level of need in Jackson is always greater than the limited amount of CDBG and HOME funds received annually. Jackson plans to target resources in the three (3) most distressed areas of the City – West of Henry Ford Allegiance Health, East of S. Martin Luther King Jr. Dr., and West of S. Martin Luther King Jr. Dr. – to the greatest extent possible. The number of funded activities will remain low in an effort to increase their effectiveness which will include Public Facilities/Infrastructure Improvements, Code Enforcement, Residential Demolition, and homebuyer activities of rehabilitation or new construction through the City's Community Housing Development Organization (CHDO).

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Performance in Program Year 2019 was significantly impacted during its last quarter due to COVID-19 and emergency orders issued by Governor Gretchen Whitmer which shutdown the state for months and suspended construction projects. Construction projects suspended beginning in March 2020 delayed the City's ability to meet its CDBG timeliness requirement for 2019. However, upon re-engagement of construction and the state slowly loosening restrictions, suspended projects finished quickly early in the 2020 fiscal year. The City met its 2020 timeliness requirements by the end of January 2021.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation and stakeholder consultation is an integral part of the Consolidated Plan process. The City's Citizen Participation Plan outlines the procedures and means by which citizens and stakeholders may provide meaningful input.

A Public Hearing to receive citizen input on the housing and community development needs was held during the January 26, 2021 regular City Council meeting. Staff's participation with the Jackson County Continuum of Care (CoC) garnered input from the various public, private, and faith-based organizations focused on low-income housing and homelessness.

City Council received the draft copy of the Annual Action Plan on March 23, 2021 and was then made available for public review and comment on March 24, 2021. Citizens were afforded a 30-day period in which to submit oral or written comment about the Consolidated Plan and Annual Action Plan, culminating on April 27, 2021. Citizens are also able to express concerns or comments at any time during the year before City Council meetings or by contacting grant staff.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

At the January 26, 2021 public hearing, comments were received to develop of Fair Choice Housing ordinance, create more affordable and accessible housing, condition of current housing, emergency shelters, lower taxes, fix roads, relocate college to County Fairgrounds, and eviction reform.

Comments regarding the Annual Action Plan to be determined.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments or views were declined by the Jackson City Council; however, due to various federal rules and regulations, the City is not able to enact certain suggestions. The City already has programs in place to address some of the other suggestions, such as homeowner rehabilitation and payment of special assessments, and notes there are other funding resources available in the community for other suggestions. City Council is working on a Fair Chance Housing ordinance.

7. Summary

The Jackson City Council encourages all citizens to participate in not only the CDBG/HOME planning process, but in all processes of the local government. At the beginning of each City Council meeting, citizens are allowed time to address the Mayor, City Manager, Councilmembers and department heads on matters that concern them. The ongoing pandemic led to holding council meetings virtually with citizens encouraged to email comments to the City Clerk for reading on the record. Meetings are shown live on a local public access television station, JTV, which also replays the meetings at various other times throughout the week and are available through the City's Facebook page.

Oftentimes there simply are not enough resources available to consider implementing every suggestion posed. Other suggestions may not fit the Council's vision and goals for the City and are taken in abeyance. There have also been several times in which citizen's comments and suggestions have been executed and helped shape the way the City of Jackson operates.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JACKSON	Neighborhood & Economic Operations
HOME Administrator	JACKSON	Neighborhood & Economic Operations

Table 1 – Responsible Agencies

Narrative (optional)

Staff in the City’s Department of Neighborhood & Economic Operations (NEO) administers both the CDBG and HOME grants. Grant administration includes, but is not limited to, researching and analyzing Census data; preparing and submitting the Consolidated Plan, Action Plan, Annual Performance Report, and other reports required by HUD or requested by City Council; performing environmental reviews; maintaining files and records relating to overall grant administration; monitoring subgrantee performance and providing technical assistance when necessary; reviewing payment requests for eligibility and accuracy; and the financial responsibilities of the grants such as preparing regular drawdowns and reconciling financial records.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City’s Grant Coordinator participates in monthly Continuum of Care (CoC) meetings and previously served as co-chair for the CoC and as the Jackson Housing Commission’s President of the Board of Commissioners. Both of these prior positions proved extremely insightful to the true nature of the City’s homeless and low-income populations. Continued participation with the CoC allows for ongoing interaction with the various service providers and awareness of current and emerging conditions in the community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Community Action Agency (CAA) is the lead agency for the CoC and also serves as the CoC’s fiduciary. The CoC votes on activities to fund with grants it receives from HUD and the State of Michigan, and monitors the progress of those grants through monthly, quarterly, and annual reports and discussion. CAA also receives Supportive Services for Veteran Families (SSVF) from the Department of Veterans Affairs which is also included in reports to the CoC.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC is charged with setting priorities for Emergency Solutions Grant (ESG) funds received through the State of Michigan. Various subcommittees of the CoC, such as Steering, Quality Control, and Housing review applications and make recommendations to the CoC body for allocation purposes. Regular consultation and reporting ensures that the use of ESG remains consistent with CoC priorities.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

<p>1 Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Community Action Agency</p> <p>Housing Services: housing, homeless, education</p> <p>Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans, unaccompanied youth Non-Homeless Special Needs Market Analysis</p> <p>Participation in CoC, direct consultation, email consultation.</p>
<p>2 Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Jackson Housing Commission</p> <p>Housing PHA Services: housing, homeless</p> <p>Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans Non-Homeless Special Needs Market Analysis</p> <p>Participation in CoC, direct consultation, email consultation.</p>

<p>3 Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Do'Chas</p> <p>Housing Services: housing, children, homeless</p> <p>Housing Need Assessment Homelessness Strategy Unaccompanied youth Non-Homeless Special Needs</p> <p>Participation in CoC.</p>
<p>4 Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Training and Treatment Innovations</p> <p>Housing Services; persons with disabilities, homeless, health</p> <p>Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children Non-Homeless Special Needs Market Analysis</p> <p>Participation in CoC.</p>

5	Agency/Group/Organization Agency/Group/Organization Type	Kate Martin Works Housing PHA Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, homeless, health, education, employment, fair housing, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans, unaccompanied youth Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC, direct consultation, email consultation.
6	Agency/Group/Organization Agency/Group/Organization Type	AWARE, Inc Housing Services: housing, children, victims of domestic violence, homeless, health, education, employment, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - families with children Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC, email consultation.

7	Agency/Group/Organization Agency/Group/Organization Type	Jackson Interfaith Shelter Housing Services: housing, children, homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, veterans, unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC
8	Agency/Group/Organization Agency/Group/Organization Type	Legal Services Of South Central Michigan Housing Services: housing, children, elderly persons, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, homeless, health, fair housing, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC, direct consultation, email consultation.

9	Agency/Group/Organization Agency/Group/Organization Type	disAbility Connections Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC
10	Agency/Group/Organization Agency/Group/Organization Type	Department of Health & Human Services Housing Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, health Health Agency Child Welfare Agency Other government - State
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC

11	Agency/Group/Organization	Henry Ford Allegiance Health
	Agency/Group/Organization Type	Housing Services: homeless, health Health Agency Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC
12	Agency/Group/Organization	United Way of Jackson County
	Agency/Group/Organization Type	Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, homeless, health, education, employment Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email consultation

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to include a wide range of community stakeholders in the consultation process; no agency was intentionally excluded from participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Community Action Agency	The CoC works to support homeless individuals and families work toward self-sufficiency.
Five-Year Plan	Jackson Housing Commission	Five-year plan of the local Public Housing Authority which overlaps in multiple areas relating to the housing needs of the low-income community.
2016 Community Master Plan	City of Jackson	This comprehensive plan focuses on housing, economic development, land use, transportation, health, community facilities, services, and other related topics.
Comprehensive Economic Development Strategy (CEDS)	Region 2 Planning Commission	Provides an analysis of the local economy, identification of economic development goals and strategies, and efforts to reduce unemployment and increase income.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Jackson follows its Citizen Participation Plan to encourage participation in the planning and utilization of CDBG and HOME funds. A public hearing is held in January to receive comments on the housing and community development needs in the City before the Consolidated Plan and/or Annual Action Plan is available for citizen comment. Notice of the public hearing is available on the City's website, through its social media outlets, and printed as a display ad in two local newspapers no less than ten (10) days in advance of the hearing. All views and comments are considered and incorporated in the appropriate plan.

Once the Consolidated Plan and/or Annual Action Plan is in draft form, the public is provided 30 days to review and submit comments; notice of the availability of the plan is again published in the two newspapers, listed on the City's website, and through its social media outlets. Hard copies are made available at two (2) locations in City Hall, at the Community Action Agency, the main branch of the Jackson District Library, and the three (3) public housing complexes; an electronic version is available through the City's website. All views and comments are considered and incorporated in the appropriate plan.

The public is also notified when the City submits its Request for Release of Funds via newspapers and the City's website/social media outlets, and allows for no less than 15 days to submit comments. If a substantial amendment is required during the course of the program year, hard and electronic copies are made available at the locations noted above with the notice of availability published in the local papers and on the website/social media outlets. Citizens are provided no less than 30 days within which to submit written comments and/or to attend a public hearing to provide oral comments. The annual report is published and distributed in the same manner as described above, culminating in a public hearing after a 15 day comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Due to limitations imposed by the ongoing pandemic, the public hearing was held virtually before the Jackson City Council on January 26, 2021. Citizens were encouraged to provide written comment to the City Clerk to be read on record at the hearing.		
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice of the Public Hearing; availability of the draft Annual Action Plan in both hard copy and electronic form and time within which to submit comments.	No written comments were received.	No written comments were received.
3	Internet Outreach	Non-targeted/broad community	No written comments were received.	No written comments were received.	No written comments were received.
4	Jackson District Library Carnegie Branch	Minorities Persons with disabilities Non-targeted/broad community	Hard copy of Annual Action Plan made available in the Resource Center for public review and comment.	No written comments were received.	No written comments were received.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
5	Jackson Housing Commission	Minorities Persons with disabilities Residents of Public and Assisted Housing	Hard copy of Annual Action Plan made available for public review/ comment at three locations: Chalet Terrace, Reed Manor, and Shahan-Blackstone North.	No written comments were received.	No written comments were received.
6	Community Action Agency	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Hard copy of Annual Action Plan made available in CAA's lobby for public review/comment.	No written comments were received.	No written comments were received.
7	Jackson County Continuum of Care	Service Providers	Members were notified of every upcoming step in the citizen participation process and encouraged to attend the public hearing and/or submit comments relative to the Consolidated Plan.		See public hearing above.

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For planning purposes, the City deducts 3% from the most current formula allocation then adds in anticipated program income by grant type. Estimated revenue for fiscal year 2021–2022 is as follows:

- **CDBG:** 2020-21 formula allocation: \$1,284,968; less 3% (-\$38,500); plus estimated program income (\$75,200) = \$1,321,668
- **HOME:** 2020-21 formula allocation: \$317,039; less 3% (-\$9,500); plus estimated program income (\$20,200) = \$327,739

On February 25, 2021, HUD published the 2021-2022 formula allocations, establishing the City of Jackson’s fiscal year budgets as noted below. The Jackson City Council, in turn, established projects, activities, and funding levels for the 2021-2022 program year as identified in this Annual Action Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:	
CDBG	Federal	Acquisition, Admin and Planning, Economic Development, Housing, Public Improvements, Public Services	\$1,292,730	\$75,200	0	\$1,367,930	\$3,375,332
Narrative Description:		Annual block grant from HUD based on a formula to address a variety of community development and housing needs, primarily benefiting low- to moderate-income City residents.					
HOME	Federal	Acquisition, Homebuyer assistance, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, New construction for ownership, TBRA	\$314,129	\$20,200	0	\$334,329	\$818,186
Narrative Description:		Annual grant from HUD based on a formula to provide affordable housing to low- to moderate-income City residents.					

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages CDBG and HOME funds to the extent possible against other federal, state, local, and private funding to maximize project impact. Leveraging varies from activity to activity, depending on the project and availability of additional resources that are eligible for that type of use.

The CDBG program does not require matching funds like the HOME Investment Partnerships Program. Generally, HOME requires a participating jurisdiction contribute or match 25% of HOME funds spent on affordable housing; however, Jackson has been 100% exempted from this requirement due to fiscal distress.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Since 2012, City leaders accumulated tax foreclosed parcels not sold at tax auction with the end goal of amassing sufficient contiguous parcels in various areas to promote for redevelopment. One such area is at the corner of Franklin and Mechanic Streets where vacant parcels owned by the City of Jackson and CAA provide the impetus for an affordable housing collaboration. The Greater Jackson Habitat for Humanity will use these parcels to construct up to four (4) new single family homes as the City's Community Housing Development Organization (CHDO) for sale to income qualified homeowners when completed. The project location is immediately south of the downtown which has experienced growth and revitalization and will neighbor a new Y Center planned to begin construction in 2021. While the pandemic delayed the start and possible extent of this project as originally planned, Habitat is moving forward to start new construction in the near future.

Under new leadership since early 2020, City Administration is reassessing its need to continue amassing tracts of land. The City presently owns 44 residential houses it acquired through tax reversion over eight (8) years and is allowing these residential properties to be purchased by responsible investors to fix and resell on the open market. Staff is also working with Habitat to rehabilitate a select few of these homes as its CHDO to resell to qualified homebuyers upon completion.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Category	Needs Addressed	Funding
1	Public Facilities/Infrastructure	Non-Housing Community Development	Street Reconstruction Park Improvements	CDBG: \$1,092,930
2	Residential Demolition	Clearance and Demolition	Residential Demolition	CDBG: \$ 75,000
3	Code Enforcement (legal)	Non-Housing Community Development	Code Enforcement	CDBG: \$ 20,000
4	CHDO Reserve	Affordable Housing	Homebuyer Housing	HOME: \$ 318,329

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facilities/Infrastructure
	Goal Description	Like all communities in Michigan, public infrastructure is difficult to maintain due to high cost and lack of funding mechanisms. City leaders have responded to public outcry over local street conditions and insufficient street lighting in higher crime neighborhoods to the best of its ability with limited funding. These projects will continue and will be conducted with other utility upgrades to combine as many resources to the greatest extent feasible, limiting the potential financial impact to residents through special assessments. Loomis Park, a popular neighborhood amenity, is being assessed for upgrades to its playground equipment and the rehabilitation needs of its much used community center.

2	Goal Name	Residential Demolition
	Goal Description	Demolition of foreclosed, vacant, or abandoned and dilapidated publicly or privately owned property in low-income neighborhoods. Removal of hazardous buildings increases the quality of life and vitality of neighborhoods, supports property values, eliminates hazardous conditions, and reduces opportunities for criminal activities.
3	Goal Name	Code Enforcement (legal)
	Goal Description	Legal support to the Department of Neighborhood & Economic Operations in its efforts to improve low-income neighborhoods and properties through blight enforcement.
4	Goal Name	CHDO Reserve
	Goal Description	Habitat for Humanity holds several years' worth of CHDO reserves with the original intent of a multi-phased new construction/neighborhood project called DeLand Pointe. Various issues related to the ongoing COVID-19 pandemic caused Habitat to reassess the extent of the project and to possibly include rehabilitation of City-owned houses acquired through tax reversion for eventual sale to qualified homebuyers. In 2006, the Community Action Agency (CAA) also constructed 16 homes in Partnership Park with LIHTC funds. The intent of these new constructions was to rent for a number of years with eventual sale to a qualified homebuyer. As these units become vacant, CAA would also serve as a CHDO by using HOME funds to meet the rehabilitation needs of these homes to make suitable for qualified homebuyers.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Jackson is funding projects to achieve the goals and objectives defined in the 2020-2024 Five-Year Consolidated Plan to generally improve the livability and accessibility of low-income neighborhoods. After several years of focusing CDBG funds towards the revitalization of the downtown, City leaders are now expanding assistance into the adjoining neighborhoods. The initial phase will focus on street reconstruction, clearance of severely dilapidated residential structures, and homeowner rehabilitation. The fundamental goal is to improve the living conditions for the low- to moderate-income households residing in the three target areas specified in the Consolidated Plan.

Projects

#	Project Name
1	Street Reconstruction – Cooley: Morrell to Biddle
2	Street Reconstruction – Biddle: Mechanic to S MLK Jr
3	Street Reconstruction – Perrine and Burr
4	Loomis Park / Boos Center Rehabilitation
5	Code Enforcement – Legal Services
6	2021 Residential Demolition
7	Rehabilitation Administration
8	General Administration/Planning
9	Community Housing Development Organization (CHDO) Reserve

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The level of CDBG funds Jackson receives annually is relatively low considering increasing costs to implement improvements and is insufficient to meet all the demands for assistance. Historically, attempting to fund as many projects as possible did little to impact the residents as a whole; therefore, the number of projects has decreased to ensure sufficient funding to complete activities which boost the community overall. City leaders recognize needs exist in the community but are also cognizant of many other non-housing needs it is responsible for, such as infrastructure improvements, park improvements, street lighting, etc. Reliance on non-profit and faith-based organizations to meet the low-income population's direct service needs through other available funds allows the City to focus on improving low-income neighborhoods which subsequently impacts the entire City.

AP-38 Project Summary

Project Summary Information

1	Project Name	Street Reconstruction
	Target Area	West of Henry Ford Allegiance Health
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Public Facilities/Infrastructure
	Funding	CDBG: \$576,000
	Description	Reconstruct the pavement and curbs, replace water mains and lead service lines where needed.
	Target Date	11/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	1,985 low- to moderate-income residents
	Location Description	Census Tract 11, Block Group 2; Census Tract 69, Block Group 3, located in Local Target Area 1 (West of Henry Ford Allegiance Health)
	Planned Activities	Cooley Place: Morrell Street to Biddle Street Biddle Street: Mechanic Street to South Martin Luther King Jr. Dr. Perrine Street: Michigan Avenue to Burr Street Burr Street: Perrine Street to State Street
2	Project Name	Loomis Park / Boos Center Improvements
	Target Area	
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Public Facilities/Infrastructure
	Funding	CDBG: \$516,930

	Description	The rehabilitation needs of the Boos Center, a much loved and well-used neighborhood community center, are currently under assessment and will be prioritized by need. A new playground system just outside the Boos Center may also be replaced to improve the safety and accessibility of all residential children in the area.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Loomis Park is located in the middle of Census Tract 4, Block Group 5. According to the 2019 Low/Mod Income Summary Data (LMISD), the percentage of low- to moderate-income residents in this area is 50%. The park's service area is not limited to Census Tract 4, Block Group 5; in fact, it is a very popular recreation destination for residents in the one-half mile surrounding area. The one-half mile radius around Loomis Park includes all five (5) Block Groups in Census Tract 4; Census 12, Block Groups 2 and 3; and Census Tract 69, Block Groups 1 and 3. When combined, this area is 61.11% low- to moderate-income residents. Approximately 4,950 low- to moderate income persons reside within a one-half mile radius of Loomis Park.
	Location Description	The address for the Boos Center is 210 Gilbert Street, Jackson, MI.
	Planned Activities	Rehabilitation of the Boos Center based on priority needs identified through an architectural/engineering assessment, and replacement of the playground outside the Boos Center to improve the safety and accessibility for neighborhood children.
3	Project Name	Code Enforcement - City Attorney's Office
	Target Area	
	Goals Supported	Code Enforcement (legal)
	Needs Addressed	Code Enforcement (Legal)
	Funding	CDBG: \$20,000
	Description	The City Attorney's Office provides legal services for various code enforcement activities including housing code enforcement and blight elimination, contract review, and approval.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 cases will be filed for prosecution in the City's Administrative Hearings Bureau to help eliminate blight and improve neighborhood quality in the low-income residential areas of the City.
	Location Description	Various CDBG-eligible neighborhoods within the City of Jackson which are comprised of 51% or more low- to moderate-income residents.
	Planned Activities	Enforcement of various housing and blight ordinances to improve neighborhood conditions.
4	Project Name	2021 Residential Demolition
	Target Area	
	Goals Supported	Residential Demolition
	Needs Addressed	Residential Demolition
	Funding	CDBG: \$75,000
	Description	Demolition of foreclosed, vacant, or abandoned residential properties within CDBG-eligible areas across the City.
	Target Date	6/30/21
	Estimate the number and type of families that will benefit from the proposed activities	Limited to no more than 30% of the City's annual CDBG expenditures, approximately five (5) residential structures will be demolished.
	Location Description	Eligible sites will be determined based upon Section 106 review and located in CDBG-eligible areas within the City.
	Planned Activities	Demolish foreclosed, vacant, or abandoned residential structures within CDBG-eligible neighborhoods.
5	Project Name	Rehabilitation Administration
	Target Area	Not applicable
	Goals Supported	Not applicable
	Needs Addressed	Rehabilitation Administration

	Funding	CDBG: \$65,000
	Description	All delivery costs directly related to carrying out housing rehabilitation activities, including staff, other direct costs, and service costs.
	Target Date	Not applicable
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Not applicable
	Planned Activities	Not applicable
6	Project Name	Administration/Planning
	Target Area	Not applicable
	Goals Supported	Not applicable
	Needs Addressed	Administration/Planning
	Funding	CDBG: \$115,000 HOME: \$ 16,000
	Description	Overall program administration, including, but not limited to, salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring and evaluation.
	Target Date	Not applicable
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Not applicable
	Planned Activities	Not applicable

7	Project Name	CHDO Reserve Activity
	Target Area	
	Goals Supported	CHDO Reserve
	Needs Addressed	Affordable Housing
	Funding	HOME: \$318,329
	Description	The actual activity of either New Construction or Homebuyer Rehabilitation will be determined in the future.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The 2020-2024 Five-Year Consolidated Plan identified three (3) local target areas for funding allocation priorities:

West of Henry Ford Allegiance Health - Identified in the 2016 Master Plan as part of the Health and Downtown Neighborhoods, both of which were deemed transitional. This area was also labeled as place-making, forming part of the community’s core and in the top tier for transit and non-motorized connectivity.

East of S Martin Luther King Jr Dr - Identified as the King Neighborhood in the 2016 Master Plan, it was noted that while among the most distressed in the City, it scored high in place-making. The King Neighborhood links the downtown to its southern borders and is accessible by transit. This area is home to 126 public housing units and 200 HUD-subsidized units. No major commercial business is located in the neighborhood.

West of S Martin Luther King Jr Dr - This area is partially in the Downtown and Partnership Park neighborhoods as identified in the 2016 Master Plan. While the Downtown neighborhood is labeled transitional, Partnership Park is deemed distressed.

Geographic Distribution

Target Area	Percentage of Funds
West of Henry Ford Allegiance Health	10%
East of S Martin Luther King Jr Dr	10%
West of S Martin Luther King Jr Dr	10%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The public reinvestment in the City of Jackson has concentrated on revitalizing the heart of the city – its downtown business district. With revival well on its way, investment in the residential neighborhoods immediately adjacent to the downtown is in order to build on the beautification and blight reduction efforts. The percentage of low- to moderate-income residents in these targeted areas ranges from 60.1% to 87.1%. Census Tracts 11 is also one (1) of only two (2) Racially and Ethnically Concentrated Areas of Poverty (R/ECAP) areas within the City limits.

Discussion

Efforts to expend grant funds in or near these target areas will be made to the greatest extent feasible. The City will provide year-end results in its Consolidated Annual Performance and Evaluation Report.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Over 90% of the City’s housing stock was built before 1978; lower income homeowners are often unable to pay for the cost of repairs or obtain financing at affordable rates. Due to years of deferred maintenance and likely presence of lead-based paint, fully rehabilitating owner-occupied housing has become cost prohibitive, hindering the City’s ability to provide assistance. In August 2020, the Jackson City Council approved a new rehabilitation option for low-income homeowners to ensure it preserves as much of the predominately single-family homes as possible while improving energy efficiency, thereby making more hard earned income available to low-income persons.

New housing unit production is needed to increase the availability of affordable housing to the City’s low-income residents pursuing the American Dream of homeownership. The City will share a majority of its annual HOME funds with its CHDO, the Greater Jackson Habitat for Humanity, to increase the number of new, affordable homebuyer options. Habitat will also rehabilitate select City-owned residential properties it acquired through the tax reversion process.

For the first time, the City will also fund a second CHDO – Community Action Agency (CAA) – to rehabilitate 16 homes built in 2006 with LIHTC funding. Located in Partnership Park, the homes were financed as 15 year rent-to-own properties. CAA will refresh these properties through rehabilitation to prepare them for income-qualified homebuyers.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	20
Special-Needs	0
Total	20

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	2
Rehab of Existing Units	18
Acquisition of Existing Units	0
Total	20

Table 10 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The Jackson Housing Commission (JHC) has served as the City’s Public Housing Authority (PHA) for 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

Actions planned during the next year to address the needs to public housing

Efforts to improve the relationship between the City of Jackson and the JHC has been on-going; recent administration changes within the City has renewed and reinvigorated those efforts. On October 27, 2020, the Jackson City Council approved deeding the land on which the three (3) Asset Management Projects are located to the JHC, allowing the JHC to successfully receive a Rental Asset Management (RAD) award to preserve and improve the public housing properties.

The City will work collaboratively with the JHC as needed through the RAD conversion, which changes the type of federal housing assistance from public housing (Section 9) to project-based vouchers (Section 8). Recently approved, the RAD conversion allows the JHC to obtain other public or private funding sources to repair and improve their properties. Once the RAD conversion is fully implemented, the JHC plans to apply for Low-Income Housing Tax Credits (LIHTC) through the State of Michigan.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Active Resident Advisory Boards are in place at both Reed Manor and Chalet Terrace. Several attempts have been made to initiate a Resident Advisory Board at Shahan-Blackstone North but efforts have thus far fallen short. The most recent attempt was less than six (6) months ago - an election took place and first meeting held; however, it disbanded after the first meeting. A new housing manager is in place dedicated to just Shahan (the previous housing manager had to split time with Chalet Terrace) and another attempt to organize a resident board at Shahan will occur within the next six (6) months. Residents are encouraged to attend Board meetings, talk with their housing managers, and even the Executive Director if warranted. Annual surveys are distributed to tenants to get their opinions on real or perceived conditions at their complex and what improvements they would like to be considered.

Approximately 30 years ago, the JHC participated in a homeownership program through HUD and created fifty (50) scattered site, single family homes with the intent to provide homeownership opportunity to its residents. When the program ended, only ten (10) homes had been sold and the other 40 incorporated as scattered-site units through either Chalet Terrace or Shahan.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The JHC is not a troubled agency.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Jackson County Continuum of Care (CoC) is the local homeless assistance planning group which encourages community collaboration to address housing and homeless needs. The CoC is comprised of representatives from a variety of non-profit entities, faith-based organizations, community stakeholders, and state and local government serving households and individuals experiencing housing crises. The group's focused, structured approach identifies existing needs and resources, detects gaps in service, and monitors emerging conditions. Funding received by the CoC is used to prevent homelessness, rapidly re-house people in a housing crisis, and transform the system so more people can obtain and maintain housing.

Homeless providers in Jackson County use a Homeless Management Information System (HMIS) to collect client-level data, the provision of housing to homeless individuals and families, and persons at risk of homelessness. The CoC also participates in an annual Point-in-Time (PIT) Count where volunteers count both sheltered and unsheltered persons experiencing homelessness on a single night in January.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

- **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

City staff will continue to participate with the CoC, including subcommittees, to the extent feasible. It is important not only to keep City leaders aware of the community's health and emerging needs, but also to impart knowledge and understanding of government capabilities and limitations. Exchange of information is essential along with actionable participation by City staff.

Homeless facilities and services are managed and provided through agencies that participate with the CoC. Outreach is conducted at emergency shelters, domestic violence shelters, with youth providers, and through street outreach to locate potential participants. Case managers complete an initial assessment to prioritize need and set housing stability goals.

- **Addressing the emergency shelter and transitional housing needs of homeless persons**

The CoC adopted a Coordinated Entry policy which ensures people with the greatest needs receive priority for any type of housing and homeless assistance. Coordinated Entry does not screen people out for assistance because of perceived barriers to housing or services including, but not limited to, lack of employment or income, drug or alcohol use, or having a criminal record. Clients are linked to community resources which best meet their immediate and future needs.

- **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Homeless households are encouraged to obtain an assessment and linkage to available services to help resolve their housing crisis through CAA. Outreach staff is strategically placed in the community to ensure homeless or at-risk households are aware of community resources to prevent or end homelessness. The housing assessment program will continue to assess at-risk households to prevent homelessness by using available prevention resources, shelter diversion tactics, and linkage to mainstream resources to avoid loss of housing.

- **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Preventing homelessness from occurring at all is the most effective means to avoid trauma to families and the creation of larger crises which might prevent a household from moving forward successfully. CAA receives funding from HUD to operate a rapid re-housing program, providing short-term assistance to persons at risk of becoming homeless. Coordinating with mainstream providers continues to support effective and efficient access to mainstream benefits by eligible participants.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Conversations with local housing providers reveal affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants who do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for utilities.
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or spoiled as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents that don't qualify for fair market rent.
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Jackson does not intentionally create policies, codes, or rules that create barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

City staff will continue to participate with the CoC in developing strategies to remove or ameliorate barriers to affordable housing. The CoC has identified several strategies to implement, including, but not limited to, the following:

- Further the Landlord Advocacy and Education position currently funded for the short term.
- Work with landlords to determine what they would require to expand the number of units available to subsidy.
- Increase the number of landlords willing to rent to Housing Choice Voucher holders.
- Develop a multi-sector strategy to reduce issues involving utilities as a barrier to housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The projects and activities identified in this 2021-2022 Annual Action Plan coincides with the goals and priorities identified in the 2020-2024 Five-Year Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

City staff will continue to maintain its network of state and local public agencies and non-profit service providers. The use of CDBG or HOME funds to meet underserved needs will be subject to fluctuations in annual funding. Funds may or may not be allocated accordingly.

Actions planned to foster and maintain affordable housing

The City assists low-income homeowners with housing maintenance and emergency repairs through zero interest, low repayment loans. In addition, the City's CHDOs construct new single family homes and/or rehabilitate housing units for resale to qualifying low-income households.

Actions planned to reduce lead-based paint hazards

Inspections of non-owner occupied housing units will continue to assess deteriorated paint and will be cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home will receive a combination lead paint inspection/risk assessment and, if hazards exist, will be treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination.

Actions planned to reduce the number of poverty-level families

The City of Jackson has neither the facilities nor resources to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to make housing affordable to it low-to moderate-income homeowners:

- *Rehabilitation* – up to \$25,000 is available through five (5) year, zero-interest, deferred loans with a partial low repayment component. Eligible homeowners receive assistance to address emergency hazards or upgrade major components nearing the end of their life cycle before they become emergencies.
- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. Newly constructed single family homes will be sold to income qualified homebuyers.
- *Homebuyer Rehabilitation* – Habitat and Community Action Agency will both rehabilitate housing for eventual resale to income qualified homebuyers.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves

neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

City leaders will collaborate with the United Way of Jackson County and other community service providers in their efforts to reduce the number of impoverished residents.

Actions planned to develop institutional structure

City staff will continue active participation with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments will ensure compliance with federal rules and regulations and the timely expenditure of CDBG funds. Technical assistance is available to agencies receiving grant funds to aid in conformance.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will continue active participation with the CoC. Members of the CoC represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

While similar in many ways, CDBG and HOME are governed under separate federal regulation with certain requirements specific to each grant. The information below addresses those specific requirements.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	70.00%

Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Forms of investment beyond those identified in 24 CFR 92.205 will not be utilized under this plan.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Jackson controls the resale of homebuyer property during the period of affordability using the recapture option as follows:

- 1) Should a homebuyer receiving a direct HOME subsidy in the amount of \$5,000 or less sell the property during the affordability period, repayment of the entire direct HOME subsidy will be triggered.
- 2) Should a homebuyer receiving a direct HOME subsidy in excess of \$5,000 sell the property during the affordability period, repayment of the direct HOME subsidy will be directly tied to the length of time the homebuyer has occupied the home in relation to the period of affordability.

If there are no net proceeds from the sale or the net proceeds are insufficient to repay the HOME subsidy due, the City will recapture the amount of the net proceeds, if any. Recaptured funds will be used for any HOME-eligible activity. The homeowner will receive a return on investment only if there are remaining net proceeds from the sale after payment of all outstanding mortgages, including the HOME mortgage and closing costs.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City's recapture/resale guidelines for acquired properties are the same as noted above under Paragraph 2.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Activities in this plan do not include refinancing of existing debt secured by multifamily housing rehabilitated with HOME funds.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: Special Event Application for the Pullover Prevention Clinic

Recommendation:

Approve a request from Robin Craft-Jones to host a Pullover Prevention Clinic on Saturday, April 17, 2021 at the Martin Luther King Recreation Center.

Attached are memos from Cory Mays regarding the Special Event Application for the Pullover Prevention Clinic.

I recommend approval of the special event application for the Pullover Prevention Clinic. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 23, 2021

RECOMMENDATION: Approve a request from Robin Craft-Jones to host a Pullover Prevention Clinic on Saturday, April 17, 2021 at the Martin Luther King Recreation Center.

SUMMARY: A free public event to replace car light bulbs.

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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		\$0.00
	<i>TOTAL</i>		<i>\$0.00</i>

CONDITIONS & CONSIDERATIONS

Electrical power needed

INSURANCE STATUS

Hold Harmless Agreement current and on file with the City Attorney

ATTACHMENTS: Special Event Application: Pullover Prevention Clinic



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|---|--|
| <input checked="" type="checkbox"/> \$50 Application Fee | <input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee | <input type="checkbox"/> Carnival Ride Permit (if applicable) |
| <input type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input type="checkbox"/> Event Map -Please indicate the location of all items | |

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

- The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: <u>Robin Craft-Tones</u>	
Address: <u>5024 Ridge rd. E. MI. 49201</u>	Phone: (<u>517</u>) <u>745-8278</u>
Tax ID#:	Website:
Contact Name: <u>Robin</u>	Phone: <u>above</u> Email: <u>finallyrobin@gmail.com</u>
Contact Name:	Phone: Email:
Contact Name During Event: <u>Robin</u>	Phone: () <u>same</u>

Event Information

Event Name:				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>April 17</u>	<u>11 a.</u>	<u>12 noon</u>	<u>4 p</u>	<u>finished 5 p</u>

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

- Electrical Power:** Indicate electrical requirements: outdoor outlet
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

- Water Needs:** Indicate water requirements: bathroom for V.I.S. nice, but not necessary
 Amount of water needed: _____ Locations of where water is needed: can leave premises

- Food/Vendors:** Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____

- Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____

- Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

- Fireworks:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

- Traffic Cones Mobile Stage (please circle 15-foot or 25-foot version)
- Other: _____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & "Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Details of all event activities MUST be included.

- | | | |
|--|---|--|
| <input type="checkbox"/> Route Plan
<input type="checkbox"/> Vendor Locations
<input type="checkbox"/> Tent Locations
<input type="checkbox"/> Assembly Locations | <input type="checkbox"/> Emergency Vehicle Access
<input type="checkbox"/> Dispersal Locations
<input type="checkbox"/> Trash Receptacles
<input type="checkbox"/> Requested Street Closures | <input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Tables
<input type="checkbox"/> Requested Reserved Parking
<input type="checkbox"/> Electrical Wires & Outlets |
|--|---|--|

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

Masks must be worn @ all times by volunteers
and by public persons being served. 6-8' soc.
distance will be observed bet. vols. & vols and public persons,
both inside and outside vehicles.
Sanitizer available @ box goods distribution table
and a meal service table.

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

Those w/o masks/refusing mask will be asked
to leave. Sick vols. will be sent home.

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

There will not be a single group of more
than 4 persons @ a position within
parking lot, guests will stay in vehicle when
not actively being served.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Robin Craft Jones

Date: 2/18/2021

Office Use ONLY
Application Received:
Date:
Time:
By:
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i> No ground stakes No confetti or glitter No use of outlets without prior approval

HOLD HARMLESS AGREEMENT

For and in consideration of the opportunity of being allowed to conduct the following event: **"Pullover Prevention Clinic"** within the City of Jackson, Michigan, the undersigned agrees to hold harmless, indemnify, defend, and save the City of Jackson and the Downtown Development Authority, their agents, officers, representatives, and employees (hereinafter referred to as "City &/or DDA") from and against any and all liability, cost or losses resulting from any and all claims, demands, suits, actions, payments or judgments, including any and all expenses, legal or otherwise, incurred by the City &/or DDA in the defense of any claim or suit arising from personal injuries, property damage, bodily injury, including death, or otherwise, brought or recovered against the City &/or DDA arising directly or indirectly by reason of any act or omission of the City &/or DDA, the undersigned, or its agents, servants, guests, or any participants in the above referenced event to be conducted on the date(s) specified below. However, this provision does not indemnify for the sole negligence of the City &/or DDA.

Re: Pullover Prevention Clinic

Date: April 17, 2021

By: *Robin Craft-Jones*

Print Name: Robin Craft-Jones

Print Title: _____ n/a _____

STATE OF MICHIGAN () SS:

COUNTY OF JACKSON IN WITNESS WHEREOF, I have hereunder set my hand and seal

this 24TH day of FEBRUARY, 2021.

ANDREA MURAY
Notary Public, State of Michigan
County of Jackson
My Commission Expires Feb. 01, 2025
Acting in the County of JACKSON

Andrea Murray

Notary Public

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: March 23, 2021

SUBJECT: Special Event Application for the Jackson College Office of Multicultural Affairs
Juneteenth Celebration

Recommendation:

Approve a request from the Jackson College Office of Multicultural Affairs to host their Juneteenth Celebration on Saturday, June 19, 2021 in Horace Blackman Park and downtown Jackson.

Attached are memos from Cory Mays regarding the Special Event Application for the Jackson College Office of Multicultural Affairs Juneteenth Celebration.

I recommend approval of the special event application for the Jackson College Office of Multicultural Affairs Juneteenth Celebration. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 23, 2021

RECOMMENDATION: Approve a request from the Jackson College Office of Multicultural Affairs to host their Juneteenth Celebration on Saturday, June 19, 2021 in Horace Blackman Park and downtown Jackson.

SUMMARY: Juneteenth is a national celebration to commemorate the Emancipation Proclamation, a celebration of freedom.

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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$746.00
<u>Public Works</u>	X		<u>\$500.00</u>
	<i>TOTAL</i>		<i>\$1,246.00</i>

CONDITIONS & CONSIDERATIONS

Street closures, electrical power in Horace Blackman Park, large stage on wheels, trash receptacles, and picnic tables

INSURANCE STATUS

On file and current (approved by the city attorney's office)

ATTACHMENTS: Special Event Application: Jackson College Office of Multicultural Affairs
Juneteenth Celebration

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|--|---|
| <input checked="" type="checkbox"/> \$50 Application Fee | <input type="checkbox"/> Liquor License & Liquor Liability Insurance |
| <input type="checkbox"/> \$25 Late/Rush Fee | (if applicable) |
| <input type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Carnival Ride Permit (if applicable) |
| Event Map –Please indicate the location of all items (if applicable) | <input type="checkbox"/> Insurance documentation for all vendors <input type="checkbox"/> |

Make checks payable to “Downtown Development Authority”

Special Event Application Policy

Additional charges may occur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Jackson College Multicultural Affairs		
Address: 2111 Emmons Rd. Jackson, Mi 49201		Phone: (517) 796-8470
Tax ID#: 38-1795704	Website: www.jccmi.edu/multicultural-affairs	
Contact Name: Kelly Crum	Phone: (517) 937-0455	Email: CrumKellyA@jccmi.edu
Contact Name: Aysia Washington	Phone: (909) 684 6675	Email: WashingAysiaD@jccmi.edu

Contact Name During Event: Kelly Crum	Phone: (517) 937-0455
---------------------------------------	-----------------------

Event Information

Event Name: Juneteenth				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
06/19/21	8:00a	2:00p	9:30p	9:30p

Has this event occurred before? Yes, (if yes, how many previous years? 3 (At this location) _____ No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 3,000

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: _____

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- | | |
|---|--|
| <input type="checkbox"/> Horace Blackman Park | <input type="checkbox"/> GrandRiver Farmers Market Pavilion |
| <input type="checkbox"/> Bucky Harris Park | <input checked="" type="checkbox"/> CP Federal City Square (Stage) |
| <input type="checkbox"/> Ella Sharp Park (requires Ella Sharp Board approval) | <input type="checkbox"/> MLK Equality Trail |
| <input type="checkbox"/> Other Location: _____ | |
| <input type="checkbox"/> Streets: _____ | |
| <input type="checkbox"/> Other Park: _____ | |

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Juneteenth is a celebration of freedom for African Americans from Slavery in the United States. This event is for all races and celebrates all minority groups. There will be vendors, entertainment, and job/ health fairs for the community to enjoy.

Street Closure– Please indicate all street closures on your map.

Street Name: Michigan Ave _____ Cross Streets _North Jackson, Blackstone_____

Closure Start Date: 06/19/21__ Time: 8:00a_____ Closure End Date: 06/19/21_____ Time: 10:00pm_____

Street Name: Hayes Ct_____ Cross Streets _Pearl St_____

Closure Start Date: 06/19/21_____ Time: 8:00a_____ Closure End Date: 06/19/21_____ Time: 10:00p_____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: FOR STAGE + FOOD VENDORS

Amount of electrical wattage needed: _____ Amount of plug ins: 12

Locations of where plugs are needed: Hayes Court

****All electrical lines MUST be covered to limit tripping hazards.****

Water Needs: Indicate water requirements: _____

Amount of water needed: _____ Locations of where water is needed: _____

Food/Vendors: Indicate vendors requirements: _____

Amount of electrical wattage needed: _____ Amount of plug ins: _____

Locations of where plugs are needed: _____ Number of vendors: _____

Alcohol Sales: (If yes attach liquor license and liquor liability insurance)

Start Time: _____ End Time: _____

Amusement or Carnival Rides: If yes indicate electrical requirements: NONE

Amount of electrical wattage needed: _____ Amount of plug ins: _____

Locations of where plugs are needed: _____

Fireworks: If yes indicate electrical requirements: _____

Amount of electrical wattage needed: _____ Amount of plug ins: _____

Locations of where plugs are needed: _____

Traffic Cones

Mobile Stage (please circle 15-foot or 25-foot version)

Other: _____
Please put stage on W. Michigan Ave
in front of Comerica Bank

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> • Showing a liability coverage of at least \$1,000,000 • Identifying “City of Jackson” & “ Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance <i>(if needed)</i>	<input type="checkbox"/> Identifying “City of Jackson” & “Jackson Downtown Development Authority” as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<input type="checkbox"/> Identifying “City of Jackson” & “Jackson Downtown Development Authority” as additional insured

I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map *Details of all event activities MUST be included.*

<input type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input checked="" type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input checked="" type="checkbox"/> Tables
<input type="checkbox"/> Tent Locations	<input checked="" type="checkbox"/> Trash Receptacles	<input type="checkbox"/> Requested Reserved Parking
<input type="checkbox"/> Assembly Locations	<input checked="" type="checkbox"/> Requested Street Closures	<input checked="" type="checkbox"/> Electrical Wires & Outlets

*If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City’s review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization’s liability policy.

12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Lee X. Hampton

Office Use ONLY	
Application Received:	Date: <u>02/04/21</u>
Date: <u>2/19/21</u>	Time: <u>12pm</u>
By: <u>(Signature)</u>	
Application Fee Received: <u>\$50 check</u>	

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i>
No ground stakes No confetti or glitter No use of outlets without prior approval



161 W. Michigan Avenue Jackson, MI 49201 – (517) 768-6410 – cmays@cityofjackson.org

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

- 8 feet social distance requirements for vendors and guests
- Sanitizer at each vendor station and gloves will be provided
- Masks recommended and provided
- Each vendor will be required to bring their own cleaning supplies

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

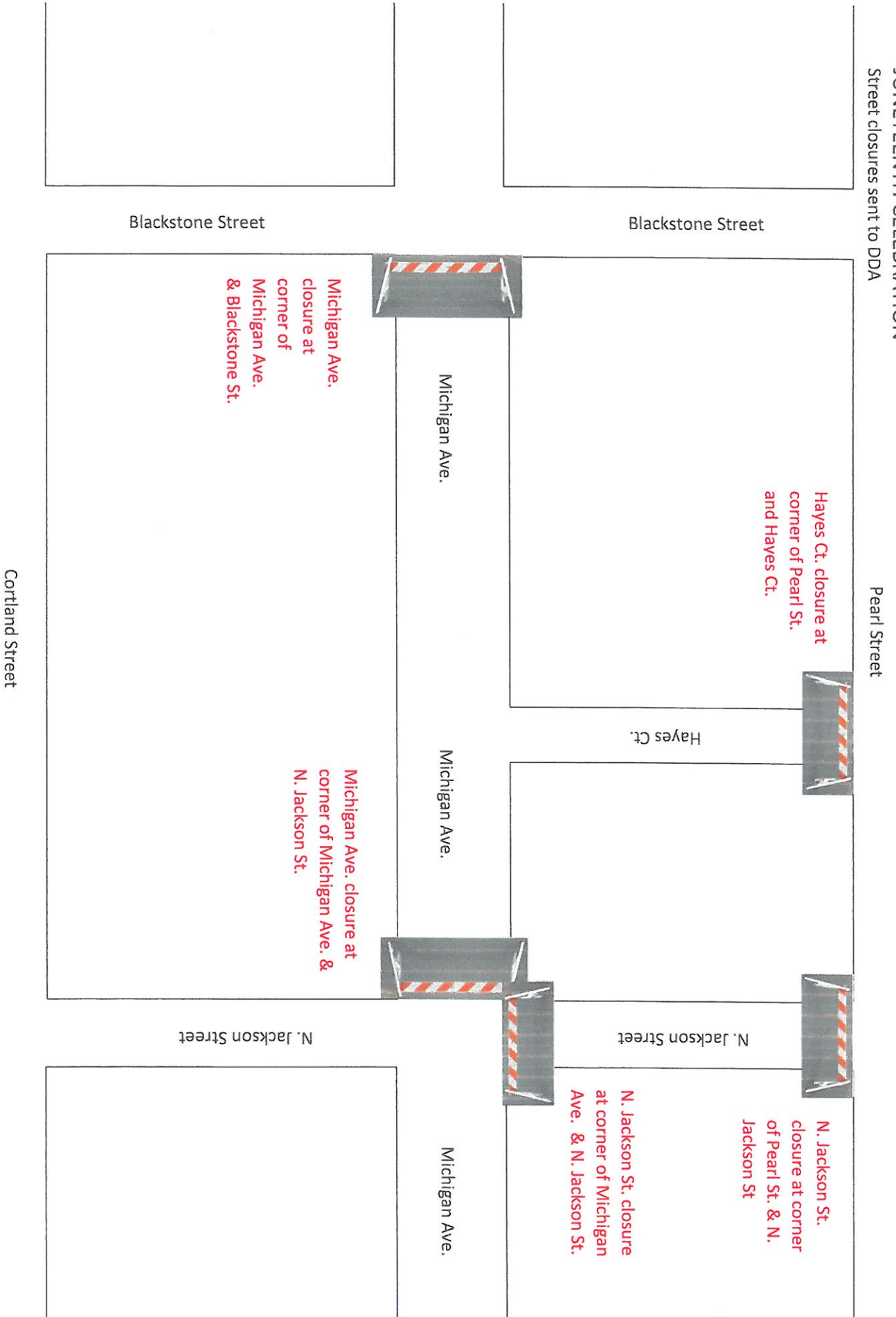
Jackson College will have a team of two individuals who will make up the chain of command for sick employees. These individuals will ensure that there are referrals and contacts for resources for sick attendees at the event. The designated point of contact will be Kelly Crum who will also be in possession of the referrals/resources and protocol for sick attendees. Sick attendees will be referred and follow up contact will be made post-event.

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

All those volunteering to help with this event will be prepped ahead of the event on the guidelines and how to practically enforce them. Copies of those guidelines will also be available on site.

JUNETEENTH CELEBRATION

Street closures sent to DDA





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204		CONTACT NAME: Kathy Corden PHONE (A/C No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com	
INSURED Jackson College 2111 Emmons Road Jackson MI 49201		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: Citizens Insurance of America INSURER C: AIX Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC #	31534

COVERAGES

CERTIFICATE NUMBER: CL2062821124

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

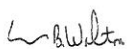
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Law Enforcement Prof. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			27HH297547	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHHH297550	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			07HH297551	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W7HH257104	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Student Medical Professional			L1HH297788	7/1/2020	7/1/2021	Each Incident \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Juneteenth Festival on June 19, 2021 at CP Federal City Square

City of Jackson, Downtown Development Authority and CMS Energy are included as Additional Insured for general liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson Downtown Development Authority 161 W. Michigan Avenue Jackson, MI 49201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Eric Walton/KCORD 
--	--

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: Special Event Application for Jackson American Association of University Women (AAUW) Flower Sale Distribution.

Recommendation:

Approve a request from Jackson American Association of University Women (AAUW) to conduct their Flower Sale Distribution event on Thursday, May 6, 2021 from 7:30 a.m. to 3:00 p.m. at the Grand River Farmers Market.

Attached are memos from Cory Mays regarding the Special Event Application for the AAUW Flower Sale Distribution.

I recommend approval of the special event application for the AAUW Flower Sale Distribution. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 23, 2021

RECOMMENDATION: Approve a request from Jackson American Association of University Women (AAUW) to conduct their Flower Sale Distribution event on Thursday, May 6, 2021 from 7:30 a.m. to 3:00 p.m. at the Grand River Farmers Market.

SUMMARY: Take delivery of approximately 325 live plants – flower pots and flats – and distribute to approximately 40 members of the Jackson AAUW.

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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		\$0.00
	<i>TOTAL</i>		<i>\$0.00</i>

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

On file and current (approved by the city attorney's office)

ATTACHMENTS: Special Event Application: AAUW Flower Sale Distribution



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|---|--|
| <input checked="" type="checkbox"/> \$50 Application Fee | <input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee | <input type="checkbox"/> Carnival Ride Permit (if applicable) |
| <input checked="" type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input type="checkbox"/> Event Map –Please indicate the location of all items | |

Make checks payable to “Downtown Development Authority”

Special Event Application Policy

Additional charges may occur if policies are broken.

- The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: <i>AAUW American Association of University Women</i>	
Address: <i>c/o Margaret York-Lakes 917 Sunburst Rd. Jackson 49203</i>	Phone: <i>(517) 782-1587</i>
Tax ID#: <i>38-2891645</i>	Website:
Contact Name: <i>Peggy C. Younglove</i>	Phone: <i>517-783-1309</i> Email: <i>pcyounglove@comcast.net</i>
Contact Name: <i>Carole Briggs</i>	Phone: <i>517-783-6527</i> Email: <i>briggsjnce@comcast.net</i>
Contact Name During Event: <i>Peggy C. Younglove</i>	Phone: <i>(517) 206-6969</i>

Event Information

Event Name: <i>JACKSON AAUW plantsate pickup</i>				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<i>May 6, 2021</i>	<i>7:30 AM</i>	<i>8am</i>	<i>3:00 PM</i>	<i>3:00 PM</i>

Has this event occurred before? Yes, (if yes, how many previous years? Multiple) No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 20

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: plant sale pickup

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- Other Location: _____
- Streets: _____
- Other Park: _____
- GrandRiver Farmers Market Pavilion
- CP Federal City Square (Stage)
- MLK Equality Trail

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.
Plants will be delivered to Farmers Market about 7:30 am. AAUW members will be present to receive plants and arrange for their pickup. Plants are paid for when ordered, so no cash on site

Street Closure– Please indicate all street closures on your map.

Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

- Electrical Power:** Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****
- Water Needs:** Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____
- Food/Vendors:** Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____
- Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____
- Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- Fireworks:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- Traffic Cones Mobile Stage (please circle **15-foot** or **25-foot** version)
- Other: _____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

- I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Details of all event activities MUST be included.

- | | | |
|---|--|---|
| <input type="checkbox"/> Route Plan | <input type="checkbox"/> Emergency Vehicle Access | <input type="checkbox"/> Restroom Locations |
| <input type="checkbox"/> Vendor Locations | <input type="checkbox"/> Dispersal Locations | <input type="checkbox"/> Tables |
| <input type="checkbox"/> Tent Locations | <input type="checkbox"/> Trash Receptacles | <input type="checkbox"/> Requested Reserved Parking |
| <input type="checkbox"/> Assembly Locations | <input type="checkbox"/> Requested Street Closures | <input type="checkbox"/> Electrical Wires & Outlets |

If these details change, a revised map must be provided seven days prior to event.

Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Peggy C Younglove

Date: 2/2/2021

Office Use ONLY	
Application Received:	
Date:	<u>2/2/2021</u>
Time:	<u>12pm</u>
By:	<u>[Signature]</u>
Application Fee Received:	<u>\$50</u> <u>check</u>

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i>
No ground stakes No confetti or glitter No use of outlets without prior approval

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

Wear masks, mark off plant locations with taped X's;
Have attendees wait in their vehicle and event organizers
will deliver plants to them. Any organizers' ^{exhibitors} exhibiting
Covid symptoms will not participate that day.

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

Those who become ill should return to
their vehicle. A serious illness or injury
might require call to 911 or family member/friend.

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

We will follow guidelines required by the
City of Jackson and/or any State and Federal
executive orders.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: Special Event Application for the Ella Sharp Museum "Walk through Jackson's Past"

Recommendation:

Approve a request from the Ella Sharp Museum to host their Walk Through Jackson's Past on May 23, 2021 and October 3, 2021 in Mount Evergreen Cemetery.

Attached are memos from Cory Mays regarding the Special Event Application for the Ella Sharp Museum's Walk Through Jackson's Past.

I recommend approval of the special event application for the Ella Sharp Museum's Walk Through Jackson's Past. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 23, 2021

RECOMMENDATION: Approve a request from the Ella Sharp Museum to host their Walk Through Jackson's Past on May 23, 2021 and October 3, 2021 in Mount Evergreen Cemetery.

SUMMARY: A walking tour of Mount Evergreen Cemetery. Actors will be set-up throughout the cemetery to give historical presentations.

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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		<u>\$0.00</u>
	<i>TOTAL</i>		<i>\$0.00</i>

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

On file and current (approved by the city attorney's office)

ATTACHMENTS: Special Event Application: Ella Sharp Museum "Walk Through Jackson's Past"



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | | |
|---|------------------------------|---|
| <input type="checkbox"/> \$50 Application Fee | Sent by Craft on
12-16-20 | <input type="checkbox"/> Liquor License & Liquor Liability Insurance
(if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee | | <input type="checkbox"/> Carnival Ride Permit (if applicable) |
| <input checked="" type="checkbox"/> Insurance documentation for sponsoring organization | | <input type="checkbox"/> Insurance documentation for all vendors
(if applicable) |
| <input type="checkbox"/> Event Map -Please indicate the location of all items | | |

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

- The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Ella Sharp Museum	
Address: 3205 Fourth Street 49203	Phone: (517) 787 2320
Tax ID#:	Website: ellasharpmuseum.org
Contact Name: Val Herr	Phone: 787 2320 Email: development@ellasharp.org
Contact Name: Michelle Mikolajczyk	Phone: 787 2320 Email: membership@ellasharp.org
Contact Name During Event: Val Herr	Phone: (517) 812 0740

Event Information

Event Name: A walk through Jackson's past - a guided tour through				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 23 & Oct 3, 2021	1:00 pm	3/4/5 pm	6:15 pm	8:00 pm
tours Mount Evergreen Cemetery				

Has this event occurred before? Yes, (if yes, how many previous years? Similar; years ago) No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? _____

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Cemetery walk

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- GrandRiver Farmers Market Pavilion
- CP Federal City Square (Stage)
- MLK Equality Trail
- Other Location: Mount Evergreen Cemetery
- Streets: _____
- Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

A walking tour of Mt. Evergreen. Actors will be set up throughout the cemetery to give history briefs.

Street Closure – Please indicate all street closures on your map.

Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

Water Needs: Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____

Food/Vendors: Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____

Alcohol Sales: (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____

Amusement or Carnival Rides: If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

Fireworks: If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

Traffic Cones Mobile Stage (please circle 15-foot or 25-foot version)

Other: _____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Details of all event activities MUST be included.

<input type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input type="checkbox"/> Tent Locations	<input type="checkbox"/> Trash Receptacles	<input type="checkbox"/> Requested Reserved Parking
<input type="checkbox"/> Assembly Locations	<input type="checkbox"/> Requested Street Closures	<input type="checkbox"/> Electrical Wires & Outlets

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: [Handwritten Signature]

Date: 2-11-2021

Office Use ONLY	
Application Received:	
Date:	2/22/21
Time:	11 am
By:	[Handwritten Signature]
Application Fee Received:	\$50 check

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i>
No ground stakes No confetti or glitter No use of outlets without prior approval

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

Masks and social distancing required.
Sanitizer provided

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

Sick attendees and volunteers encouraged to
stay home. If they arrive and show symptoms they
will be requested to leave and seek medical attention.
Val Herr will contact possibly infected individuals

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

As we have since the start, we will adhere to
any regulations we, due to the nature of
our work, are always familiar with
all current guidelines



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER The Craft Agency Inc. 2533 Spring Arbor Rd P O Box 1187 Jackson MI 49204	CONTACT NAME: Dawn Fisher PHONE (A/C, No, Ext): (517) 787-0077 FAX (A/C, No): (517) 787-9356 E-MAIL ADDRESS: dmfc@craftagency.com														
INSURED Ella Sharp Museum Association of Jackson 3225 Fourth St Jackson MI 49203	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Michigan Millers Mutual Ins Co</td> <td>14508</td> </tr> <tr> <td>INSURER B: Travls Prop Casualty Co of Am</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Michigan Millers Mutual Ins Co	14508	INSURER B: Travls Prop Casualty Co of Am	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 21/22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C0519781	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			C0519781	1/27/2021	1/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			I0301869	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W0514518	1/27/2021	1/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Museum Form incl Property of Others			QT660588X160A	1/27/2021	1/27/2022	\$1,700,000 Total Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder named as additional insured with respect to general liability per the attached form.

CERTIFICATE HOLDER (866) 971-2117 City of Jackson Downtown Development Authority 161 W Michigan Ave Jackson, MI 49201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Craft/DMF 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Jackson Downtown Development Authority 161 W Michigan Ave Jackson, MI 49201</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 23, 2021

SUBJECT: Approve the sale of City Owned property located at 212 W. Mansion Street to Prison City Physique for \$700.75

Recommendation: Approve the sale of City owned property located at 212 W. Mansion Street to adjoining property owner, Prison City Physique, LLC, and authorize the City Manager to execute property transfer documents, allow City Attorney to make minor modifications as needed.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Lisa Moutinho, Administrative Assistant to the City Manager

DATE: March 23, 2021

RECOMMENDATION: Approve the sale of City owned property located at 212 W. Mansion Street to adjoining property owner, Prison City Physique, LLC, and authorize the City Manager to execute property transfer documents, allow City Attorney to make minor modifications as needed.

SUMMARY

The City of Jackson proposes to sell a parcel of vacant land located at 212 W. Mansion Street to adjacent property owner John M. Barnes (Prison City Physique, LLC).

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between John M. Barnes (Prison City Physique, LLC.) and the City of Jackson. Prison City Physique, LLC would like to purchase the vacant lot at 212 W. Mansion for \$700.75 as it adjoins their property at 1108 S. Jackson Street. City staff is proposing for the Council to sell the vacant lot subject to a Development Agreement. Under the terms of the Development Agreement, John M. Barnes must do the following:

- Owner must submit full, approvable site plans from a licensed architect or engineer in accordance with the City of Jackson standards stated in Sec. 28-135 of the City Zoning Ordinance to demonstrate how the site will developed for future use
- Owner must combine parcels #4-1882 and #4-1880 so that development is located on one parcel
- Owner must develop the site in accordance with all current state and local codes and ordinances to the satisfaction of the Chief Building Official and Zoning Administrator.
- The lot currently located at 212 W. Mansion St. (Parcel #4-188000000) may not be used for any purpose until the requirements stated above have been fulfilled
- All existing parking and drive areas must be improved to meet current zoning ordinance requirements to the satisfaction of the Chief Building Official and Zoning Administrator.

If John M. Barnes were to default on the terms of the Development Agreement, and not cure the default in the proper amount of time, then the property would revert to City ownership.

POSITIONS

Approve a Purchase Agreement and a Property Transfer and Development Agreement between the City of Jackson and John M. Barnes.

ATTACHMENTS

- 212 W. Mansion Property Transfer and Development Agreement
- 212 W. Mansion Property Purchase Agreement

PROPERTY TRANSFER AND
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City"), and Prison City Physique, LLC, a Michigan limited liability company, whose address is 1708 S. Jackson Street, Jackson, MI 49203 and referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, the City is the owner of real property in City of Jackson commonly known as 212 W. Mansion Street, Jackson, MI 49203, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Property"; and

WHEREAS, Developer owns the neighboring property in the City of Jackson commonly known as 1708 S. Jackson Street, Jackson, MI 49203, which Developer uses as a commercial property; and

WHEREAS, Developer desires to purchase the Property from the City to create additional parking spaces for customers, and

WHEREAS, Developer will abide by the terms set forth in this Agreement and pay the City SEVEN HUNDRED DOLLARS AND 75/100 (\$700.75) in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, City requires Developer to make certain improvements on the Property as set forth on the List of Improvements attached hereto as Exhibit B and incorporated herein in order to comply with the Code; and

WHEREAS, City is agreeable to this request, on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the above recitals, the City and the Developer agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.

2. **TRANSFER OF PROPERTY.** Upon execution of the Development Agreement by Developer and the City, and the Developer paying the City the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.

3. **COMBINING LOTS.** Developer agrees to combine 212 W. Mansion Street And 1708 S. Jackson Street into a single parcel through the City of Jackson Assessor's Office procedure before making any repairs identified in Exhibit B.

4. **IMPROVEMENTS BY DEVELOPER.** Developer shall be required to make the improvements contained in Exhibit B by the date(s) listed on Exhibit B. In addition should Developer wish to make improvements to Property, all improvements and repairs shall be performed in a workmanlike manner. All improvements and repairs shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson.

5. **TAXES.** Developer will keep current on all taxes assessed on the Property.

6. **FAILURE TO FOLLOW CITY OF JACKSON CODE OF ORDINANCES AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS.** Should Developer fail to abide by the City of Jackson's Code of Ordinances, and be found responsible for a violation

of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City. To effectuate the reversion, Developer shall execute a quit claim deed, pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

7. DEFAULT AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS.

Developer shall be deemed to be in breach and default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and City has provided Developer with written notice of the default and the opportunity to cure such default within thirty (30) days from the date the City sends the written notice to the Developer. If any default has not been cured within thirty (30) days from the date the City sends the written notice to the Developer, the Property shall revert back to the City. To effectuate the reversion, Developer shall execute a quit claim deed, pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

8. FINANCIAL ABILITY. Developer acknowledges that they have the financial Resources available at this time in order to comply with this Agreement and further acknowledge that an inability to pay does not excuse or delay Developer's responsibilities under this Agreement.

9. INSPECTIONS. City shall cause an inspection of the Property to be conducted contemporaneously with the deadline set forth in Exhibit B. The Developer must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer. Developer is responsible for the timely scheduling of inspections.

10. COSTS AND EXPENSES. Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, shall be a lien on the premises which shall be enforceable in accordance with Section 15.7 of the Jackson City Charter and/or other applicable City Charter and City Ordinance provisions. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by State law, the Jackson City Charter and/or City Ordinances. If the City elects to pursue collection of unpaid costs and expenses through the courts, Developer shall pay in addition to said costs and expenses all costs of litigation, including reasonable attorney fees.

11. CHANGE OF OWNERSHIP INTEREST. This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns, and transferees.

12. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives and assigns.

13. JOINT AND SEVERAL LIABILITY. Developers are hereby jointly and severally liable for any costs or expenses resulting from a breach of this Development Agreement.

14. NON-DISCRIMINATION REQUIREMENT. Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, national origin, sexual orientation or gender identity in the use or occupancy of the Property.

15. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties.

16. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be or nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices must be addressed as follows:

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

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

If to Developer, to: Prison City Physique, LLC
John M. Barnes
1708 South Jackson Street
Jackson, MI 49203

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

City for such injury, death, loss, or damage cause by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

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

19. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

20. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

21. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

22. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

23. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

24. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2021.

THE CITY OF JACKSON

Jonathan Greene
City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by Jonathan Greene, the City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

Notary Public,
Jackson County, Michigan
My Commission Expires: _____

DEVELOPERS

Prison City Physique,
LLC, a Michigan limited liability company

By: _____
John M. Barnes
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by John M. Barnes, as the _____ of Prison City Physique LLC, a Michigan limited liability company.

Notary Public,
Jackson County, Michigan
My Commission Expires: _____

EXHIBIT A - DESCRIPTION OF REAL PROPERTY

Land in the City of Jackson, Jackson County, Michigan and described as:

1881 W 92 FT OF BLK 28 PROSPECT ADD

Commonly known as: 212 W. MANSION STREET, JACKSON, MI 49203

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 212 W. Mansion Street, Jackson, MI 49203

The following is a list of improvements and repairs to be made to the Property:

- Owner must submit full, approvable site plans from a licensed architect or engineer in accordance with the City of Jackson standards stated in Sec. 28-135 of the City Zoning Ordinance to demonstrate how the site will developed for future use
- Owner must combine parcels #4-1882 and #4-1880 so that development is located on one parcel
- Owner must develop the site in accordance with all current state and local codes and ordinances to the satisfaction of the Chief Building Official and Zoning Administrator.
- The lot currently located at 212 W. Mansion St. (Parcel #4-188000000) may not be used for any purpose until the requirements stated above have been fulfilled
- All existing parking and drive areas must be improved to meet current zoning ordinance requirements to the satisfaction of the Chief Building Official and Zoning Administrator.

All improvements and repairs must be completed by the Developer no later than December 31, 2021.

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **City of Jackson**, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, MI 49201 (Seller), and **Prison City Physique, LLC**, a Michigan limited liability company, whose address is 1708 S. Jackson Street, Jackson, MI 49203 (Buyer), agree to sell and purchase by quit claim deed the following real estate located in the City of Jackson, Jackson County, Michigan, described as follows:

See Exhibit A attached

Commonly known as 212 W. Mansion Street (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay SEVEN HUNDRED (\$700) and 75/100 Dollars (the Purchase Price) , subject to building and use restrictions and easements, if any, and zoning ordinances, if any, on the following conditions:

1. EVIDENCE OF TITLE

Buyer and Seller agree that evidence of title will not be required for this real estate transaction.

2. TITLE OBJECTIONS

Buyer and Seller agree that no objections can be made as to the marketability of title to the Property after the execution of this Purchase Agreement.

3. EARNEST MONEY DEPOSIT

No earnest money deposit shall be required from the Buyer.

4. TAXES AND PRORATED ITEMS

All taxes which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Seller shall be responsible for payment of all installments due on or before closing for any special assessment against the Property. Buyer shall be responsible for payment of all installments due after closing on any special assessment against the Property. If any special assessment must be paid in full at closing, Buyer shall make such payment at closing.

5. IMPROVEMENTS

There currently are not any residential structures on this property and the property is vacant land. The Buyer agrees to combine the parcel of land with his/her current parcel of land located at 1708 S. Jackson Street. In addition Buyer agrees to install a paved parking per city standards.

6. CLOSING

Closing shall take place at the office of the City Attorney on or after March 24, 2021.

7. PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed. The parties agree that the City shall prepare the required Deed and closing documents necessary to complete this transaction.

8. POSSESSION

Possession of the Property shall be given immediately at closing.

9. INSPECTION CONTINGENCY

This offer is contingent on the Buyer, at the Buyer's option, having the land and its structures examined for physical condition including, but not limited to, satisfactory foundations; drainage; grading; and construction; by a contractor/professional inspector of Buyer's own choice and at Buyer's own expense within five (5) days of the Effective Date (as defined below). Unless Buyer notifies Seller, in writing, within seven (7) days of the Effective Date (as defined below) that Buyer has substantial cause to be dissatisfied with the results of such examinations, and which writing shall specifically recite the causes of such dissatisfaction, Buyer will be conclusively presumed to accept the condition of the premises "AS IS." If Buyer duly notifies Seller of Buyer's dissatisfaction, Seller shall have the option of providing for the making of the required repair or declaring this Agreement null and void. For the purpose of this Property Inspection Contingency, no individual cause for dissatisfaction costing less **than One Thousand and NO/100 (\$1,000.00) Dollars** to repair, as determined by the reasonable estimate of Seller's contractor, shall constitute "substantial cause to be dissatisfied."

Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer has received this form and has certified its accuracy prior to the closing on the Property. Buyer further acknowledges their agreement that all provisions relating to acceptance of the Property in "AS IS — WHERE IS, WITH ALL FAULTS" applies to any condition on or in the Property relating to the presence of lead.

10. CONDITION OF PROPERTY

Buyer acknowledges and agrees that the Property shall be sold, and Buyer shall accept possession of the real property on the Closing Date, "AS IS- WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price, and Buyer shall assume the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by Buyer's investigations during the Due Diligence Period or otherwise. Seller nor their respective officials, officers, employees, agents, representatives, successors or assigns (each, a "Seller's Representative" and, collectively, "Seller's Representative's") have or shall be deemed to have made any representations or warranties, express or implied, regarding the Property or any matters affecting the Property, including without limitation the physical condition of the Property, title to or boundaries of the Property, soil conditions, the presence or absence, location or scope of any Hazardous Materials in, at, or under the Property, compliance with building, health, safety, land use or zoning laws, other engineering characteristics, traffic patterns and all other information pertaining to Property. Buyer moreover acknowledges (i) that Buyer is a sophisticated purchaser, knowledgeable and experience in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property, (ii) that Buyer has entered into this Agreement in reliance on its own (or its experts') investigation of the physical, environmental, economic and legal condition of the Property, and (iii) that Buyer is not relying upon any representation or warranty concerning the Property made by Seller or Seller's Representatives other than as expressly set forth. Seller shall not have any liability of any kind or nature for any subsequently discovered defects in the Property whether those defects were latent or patent.

11. LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property is as described in Exhibit A of this Purchase Agreement.

12. BUYER'S DEFAULT

If Buyer fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Buyer as herein expressly permitted, Seller shall have the right, in its sole discretion, to (a) terminate this Agreement, and/or (b) enforce specific performance of Buyer's obligation to execute the documents and pay the Purchase Price required for Seller to convey the Property to Buyer. Seller shall give 10 days' notice and an opportunity to cure any breach by Buyer occurring less than 10 days prior to the agreed upon date of Closing. Notwithstanding the foregoing, in the event that Buyer fails to develop the Property in accordance with a Development Agreement executed by the Parties, Seller shall have the right to re-enter and re-possess the Property and to retain the Purchase Price.

13. SELLER'S DEFAULT

If Seller defaults under this Agreement, Buyer may, at Buyer's option, either declare this Agreement null and void and or pursue all legal and equitable remedies available to Buyer under Michigan law.

14. RISK OF LOSS

The risk of loss shall remain with the Seller until title transfer. Should such property be substantially damaged by fire or other casualty prior to filing the Deed the Buyer shall have the option to void this agreement in which event all earnest moneys shall be returned to the buyer and such agreement shall become null and void, or have such insurance proceeds deposited into escrow thereupon the purchase.

15. BUYER'S ACCESS TO PROPERTY

While this Agreement remains in effect, Buyer and Buyer's representatives shall have the right to enter upon the Property for the purpose of inspecting the Property and making engineering tests and other investigations, inspections and tests related to Buyer's development of the Property.

16. BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller under this Agreement.

17. TIME OF THE ESSENCE

Time is of the essence of this Agreement, but Buyer may waive this provision for the purpose of curing title defects,

18. BROKERS

Seller and Buyer represent and warrant to each other that they have not used or employed the services of any real estate brokers, sales agents, or finders in connection with the purchase and sale of the Property, and that any commissions owed to any broker, sales agent or finder shall be the sole responsibility of Buyer. Other than commissions owed to, if any, which shall be paid by Buyer, Seller and Buyer agree to indemnify, defend, and hold one another harmless with respect to any broker's commissions and/or finder's fees which are asserted or may become due as a result of the purchase and sale of the Property.

19. DEVELOPMENT AGREEMENT

Buyer and Seller agree to execute a Development Agreement contemporaneously with this Purchase Agreement outlining the requirements of Buyer in development of the Property after purchase.

20. NOTICES

All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller, Buyer or Title Company may be required or desire to give pursuant to, under or by virtue of this Agreement must be in writing and sent by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (ii) nationally-recognized courier guarantying next business day delivery, addressed as follows:

<u>If to Seller:</u>	City of Jackson Attn: City Manager 161 W Michigan Ave Jackson, MI 49201
<u>With a Copy to:</u>	City of Jackson Attn: City Attorney 161 W. Michigan Ave Jackson, MI 49201
<u>If to Buyer:</u>	Prison City Physique, LLC John M. Barnes 1708 S. Jackson Street Jackson, MI 49203

21. GENERAL CONDITIONS

The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained. This Agreement may be executed in a number of identical counterparts, each of which shall be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one agreement. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable.

22. FURTHER ASSURANCES

Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party.

23. INDEMNIFICATION

The Buyer agrees to release Seller, its agents, officials and employees from, and shall indemnify and save harmless the Seller, its agents, officials and employees against and, from all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without

limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Seller by reason of the following occurring during the term of this Agreement and particularly, but not solely, during the Inspection Period: any negligent or tortuous act or omission of the Buyer or its agents, employees or assigns resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible and/or real property, including the loss of use therefrom.

24. ALL AGREEMENTS IN WRITING

The parties agree that this Purchase Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer.

25. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Michigan and shall be in Jackson County, Michigan.

26. EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. If the parties fail to insert the date they signed this Agreement beneath their signatures below, the Effective Date shall be the date on which Buyer received a fully executed copy of this document. It is therefore very important for each person signing this document to place the date of signing in the space provided below his or her signature.

27. CONTINGENCIES

The obligations of this Purchase Agreement are contingent upon the occurrence of the following occurring on or before closing:

- a. Execution of a Development Agreement by both Seller and Buyer prior to the closing date.

If the foregoing contingency fail to occur, Seller may declare this Agreement null and void.

28. CITY COUNCIL AUTHORIZATION

Notwithstanding any other provision, this Agreement is subject to the approval of the City of Jackson City Council.

29. ENTIRE AGREEMENT

The parties agree that this Purchase Agreement contains the entire agreement between Seller and Buyer and that there are no agreements, representations, statements, or understandings which have been relied on by the parties to this Purchase Agreement which are not stated in this Purchase Agreement.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Buyer: Prison City Physique,
LLC, a Michigan limited liability company

Seller: City of Jackson

John M. Barnes
Its: _____

Jonathan Greene
City Manager

Dated: _____

Dated: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Land in the City of Jackson, Jackson County, Michigan and described as:

1881 W 92 FT OF BLK 28 PROSPECT ADD

Commonly known as 212 W. Mansion Street, Jackson, MI 49203.

EXHIBIT B

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-
BASED PAINT HAZARDS

(See Attached)

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: **Resolution of Support and Commitment for the Statewide Local Agency Bridge Bundle Pilot Project**

RECOMMENDATION:

Approve a resolution of support and commitment for the Statewide Local Agency Bridge Bundle Pilot Project, and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a memo from Jon H. Dowling, City Engineer, regarding the above referenced resolution.

I recommend approval. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon H. Dowling, P.E.

DATE: March 23, 2021

RECOMMENDATION: **Approve a resolution of support and commitment for the Statewide Local Agency Bridge Bundle Pilot Project, and authorize the Mayor and City Clerk to execute the appropriate documents.**

SUMMARY

Attached is a resolution of support and commitment for the Statewide Local Agency Bridge Bundle Pilot Project.

BUDGETARY CONSIDERATIONS

The cost of the project is paid by the Michigan Department of Transportation (MDOT).

HISTORY, BACKGROUND and DISCUSSION

MDOT started the Statewide Local Agency Bridge Bundle Pilot Project in the spring of 2018. In the spring of 2020 the City of Jackson was notified that the E. Washington Avenue bridge over the Grand River was one of the 20 bridges to be included in the Pilot program. The bridges selected are from 14 counties and 2 cities (see attached).

DISCUSSION OF THE ISSUE

The E. Washington Avenue bridge over the Grand River was originally constructed in 1984 as a realignment from the old Liberty Street bridge. Over the years the deck has experienced water problems and started deteriorating rapidly. The bridge was posted with weight limits in November 2019. This project will remove and replace the bridge superstructure, leaving the existing foundations in place.

POSITIONS

I am requesting the attached resolution of support and commitment for the Statewide Local Agency Bridge Bundle Project be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

**RESOLUTION OF SUPPORT AND COMMITMENT FOR THE
STATEWIDE LOCAL AGENCY BRIDGE BUNDLE PILOT PROJECT**

WHEREAS, The Michigan Department of Transportation (“MDOT”) announced in the Spring of 2018 an initiative to address the needs of Michigan’s local bridge conditions through an innovative delivery method known as “bridge bundling;”

WHEREAS, MDOT reached out to the County Road Association of Michigan (“CRA”) and the Michigan Municipal League (“MML”) to work together on such an initiative for the benefit of their mutual communities, and in the interest of public safety and the Michigan taxpayers.

WHEREAS, MDOT studied the feasibility of such an efficiency initiative in 2019 with input from local agency bridge owners, engineers and other key stakeholders statewide;

WHEREAS, the study recommended implementing an “early works” bundle pilot project (“PILOT”) to provide opportunity for state and local partners to establish the necessary partnerships and processes for a successful overall program;

WHEREAS, MDOT has identified \$23 million dollars in federal highway funds for such a PILOT, and has screened and selected a number of local bridges from a statewide review of local bridges for inclusion in same, with no local cash match or local funding required for any phase of the PILOT;

WHEREAS, the City of Jackson (“CITY”) as agreed to the inclusion of the following bridge in the PILOT, with associated planned work:

E. WASHINGTON BRIDGE OVER THE GRAND RIVER

subject to final approval by MDOT and FHWA;

WHEREAS, the CITY understands that the work as planned will be undertaken in a design-build contract to be let and awarded by MDOT at no cost to the CITY;

WHEREAS, the CITY acknowledges that the purpose of the PILOT is to address critical structural preservation needs only and agrees that any requests to add or include work identified by MDOT to be either maintenance-related, a betterment or non-structural improvement to the planned preservation scope shall only be undertaken subject to the approval of MDOT and at 100% CITY cost;

WHEREAS, the CITY acknowledges that neither MDOT nor its third-party agents, contractors or consultants are assuming any ownership or responsibility for the future operation or maintenance of the improvements constructed in connection with the PILOT, and that MDOT shall turn over design and as-built plans to the CITY upon completion of construction;

WHEREAS, upon completion of the construction, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law at no cost to MDOT;

WHEREAS, the CITY agrees to perform long-term, life-cycle maintenance of the improvements made to its bridge(s) included in the PILOT in accordance with sound principles of asset management upon completion of the work;

WHEREAS, the CITY has designated an employee representative, City Engineer Jon H. Dowling, P.E. ("CHAMPION") to serve as a point person for the CITY with necessary authority and resources to act and direct its staff and third-party agents to facilitate coordination of its portion of the PILOT with MDOT;

WHEREAS, the CITY hereby acknowledges that MDOT and its consultants have the appropriate authority to act on its behalf in the planning, design, construction and administration of the PILOT, while allowing CITY staff input during design and reasonable access during construction to perform its own observations and inspections if desired;

WHEREAS, the CITY agrees to support implementation of the PILOT consistent with the attached "Responsibilities of Local Agency Champions" as approved by MDOT in September 2020;

WHEREAS, the CITY acknowledges and agrees that none of its direct or indirect costs incurred in connection with its participation in the PILOT shall be reimbursable by MDOT or FHWA;

NOW THEREFORE BE IT RESOLVED, the CITY hereby agrees to support implementation of the PILOT to help facilitate the preservation of Michigan's local bridges.

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

I, Andrea Muray, 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 23rd 12th day of March, 2021.~~January~~

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 24th~~13th~~ day of March, 2021.~~January, 201~~

Derek Dobies, Mayor

Andrea Muray, City Clerk

EXHIBIT A

RESPONSIBILITIES OF LOCAL AGENCY CHAMPIONS

The City of Jackson ("CITY) agrees to support its designated CHAMPION* and other staff to take the following actions as necessary on behalf of the CITY to participate in the PILOT:

1. Review and sign environmental permit applications on behalf of the CITY, being developed and prepared by MDOT or its consultants on its behalf;
2. Allow MDOT representatives to perform preliminary engineering work on site (surveying, scoping, etc.) and assisting with any routine traffic controls needed;
3. Respond in a timely manner or within deadlines established by MDOT to requests from MDOT or its consultants for relevant data or input on engineering plans or other PILOT-related, documents;
4. Issue permits (right-of-way occupancy, trucking, etc.) to MDOT's design-build contractor within deadlines established by MDOT at no cost under uniform or near-uniform conditions as other agencies with PILOT bridges;
5. Meet MDOT, its consultants, regulatory agency representatives or contractor to review site conditions and discuss planned actions and impacts, such as detour routes and maintenance of traffic requirements;
6. Assist MDOT with identifying detour route(s), including coordinating with adjacent jurisdictions if the detour impacts neighboring roads, with the understanding that the CITY will be responsible for any over and above routine maintenance costs and liability associated with damages to the detour route, and the design-builder will be responsible for any liability costs associated with traffic controls;
7. Develop and implement an actionable plan to facilitate fulfillment of future life-cycle maintenance responsibilities of the completed improvement consistent with sound principles of asset management;
8. Take administrative actions as necessary to support PILOT budget, quality and schedule goals;
9. Its designated CHAMPION, on behalf of the CITY, shall lead with support from MDOT and its consultant team, in local public meetings or stakeholder engagement (as needed) to support efforts to inform the public of the program and local impacts;
10. Take additional actions deemed necessary by FHWA to support successful implementation of the PILOT.

*designated CITY employee representative to serve as a point person for the CITY with necessary authority and resources to act and direct its staff and third-party agents to facilitate coordination of its portion of the PILOT with MDOT.

PROJECT INFORMATION SHEET

MDOT Local Agency Bridge Bundling Pilot Project

PROJECT DESCRIPTION													
<p>PROJECT PERIOD</p> <p>June 2020 through November 2023</p> <p>PROJECT SCOPE</p> <p>Work will include superstructure replacements, miscellaneous capital preventive maintenance repairs, and roadway improvements for up to 20 local bridges throughout the state of Michigan; within the Cities of Jackson and Lapeer, and Clinton, Eaton, Hillsdale, Ingham, Lenawee, Livingston, Luce, Macomb, Muskegon, Ottawa, St. Clair, St. Joseph, and Wayne Counties.</p>	<div style="display: flex;"> <div style="flex: 1;"> <ol style="list-style-type: none"> 1. City of Jackson 2. City of Lapeer 3. Clinton County 4. Clinton County 5. Eaton County 6. Hillsdale County 7. Ingham County 8. Ingham County 9. Lenawee County 10. Livingston County 11. Livingston County 12. Luce County 13. Macomb County 14. Macomb County 15. Macomb County 16. Muskegon County 17. Ottawa County 18. St. Clair County 19. St. Joseph County <li style="border: 2px solid red;">20. Wayne County </div> <div style="flex: 1;"> <p style="font-size: small;">6/4/2020</p> </div> </div>												
PROGRAMMED CONSTRUCTION COST	ANTICIPATED DESIGN-BUILDER PREQUALIFICATION *												
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">209457</td> <td style="width: 70%;">\$20,000,000</td> </tr> </table>	209457	\$20,000,000	20000Fa										
209457	\$20,000,000												
ANTICIPATED SCHEDULE	ANTICIPATED PRIMARY PROFESSIONAL SERVICE *												
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Issue Request for Qualifications (RFQ)</td> <td style="width: 70%;">June 24, 2020</td> </tr> <tr> <td>Statement of Qualifications (SOQ) due</td> <td>August 3, 2020</td> </tr> <tr> <td>Anticipated Notification of Shortlisting</td> <td>Sept 1, 2020</td> </tr> <tr> <td>Issue Request for Proposals (RFP)</td> <td>Sept 11, 2020</td> </tr> <tr> <td>Technical and Priced Proposals due</td> <td>Dec 18, 2020</td> </tr> <tr> <td>Anticipated Award</td> <td>February 1, 2021</td> </tr> </table>	Issue Request for Qualifications (RFQ)	June 24, 2020	Statement of Qualifications (SOQ) due	August 3, 2020	Anticipated Notification of Shortlisting	Sept 1, 2020	Issue Request for Proposals (RFP)	Sept 11, 2020	Technical and Priced Proposals due	Dec 18, 2020	Anticipated Award	February 1, 2021	Design-Bridges
Issue Request for Qualifications (RFQ)	June 24, 2020												
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ANTICIPATED SECONDARY PROFESSIONAL SERVICE PREQUALIFICATION *													
<p>Design - Bridges: Load Rating</p> <p>Design: Geotechnical</p> <p>Design - Hydraulics II</p> <p>Design - Roadway: Intermediate</p> <p>Design - Traffic: Pavement Markings</p> <p>Design - Traffic: Signal</p> <p>Design - Traffic: Signing - Non-Freeway</p> <p>Design - Traffic: Work Zone Maintenance of Traffic</p> <p>Design - Traffic: Work Zone Mobility & Safety</p>													
PROJECT ATTRIBUTES													
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Anticipated DBE Goal</td> <td style="width: 70%;">5%</td> </tr> <tr> <td>Anticipated Stipend Amount</td> <td>\$60,000</td> </tr> </table>	Anticipated DBE Goal	5%	Anticipated Stipend Amount	\$60,000									
Anticipated DBE Goal	5%												
Anticipated Stipend Amount	\$60,000												
FOR MORE INFORMATION													
<p>Contact Matt Chynoweth, MDOT Chief Bridge Engineer, Bureau Director chynowethm@michigan.gov</p>													
<p>* The anticipated prequalification requirements listed are subject to change. Additional prequalification classification(s) may be included in the RFQ and RFP.</p>													

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 23, 2021

SUBJECT: **Engineer's Report for Street Reconstruction and
Water and Sewer Main Replacement
Biddle Street – Mechanic Street to Martin Luther King, Jr. Drive**

RECOMMENDATION:

Receive the Engineer's Report for street reconstruction with water and sewer main replacement on Biddle Street from Mechanic Street to Martin Luther King, Jr. Drive and establish April 27, 2021 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Jon Dowling, City Engineer regarding street reconstruction and water and sewer main replacement on Biddle Street.

I recommend approval for receipt and establishment of the public hearing of necessity. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: March 23, 2021

RECOMMENDATION: Receive the Engineer's Report for street reconstruction with water and sewer main replacement on Biddle Street from Mechanic Street to Martin Luther King, Jr. Drive and establish April 27, 2021 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held April 27, 2021 for street reconstruction and water and sewer main replacement on Biddle Street from Mechanic Street to Martin Luther King, Jr. Drive. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	\$13,487
CDBG Funds	\$231,046
Sewer Funds	\$109,880
Water Funds	<u>\$59,849</u>
Total Project Cost	\$414,262

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will proceed with letting the project and obtaining competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that Biddle Street was originally constructed in 1928, with an overlay in 1978 with sanitary sewer construction and crack seal in 2002. The roadway has cracking, potholes and extensive patching throughout. The current PASER rating is 2. The water main is 4 inch cast iron installed in 1919. The sanitary sewer was installed in 1978 during the facilities plan. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to reconstruct the full depth of the pavement structure with new curb and gutter, a new gravel base and new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. The antiquated water main (constructed around 1919) will be replaced. 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 sanitary sewer will be replaced as part of the project.

POSITIONS

I request receipt of the Engineer's Report for Biddle Street reconstruction and water main replacement from Mechanic Street to Martin Luther King, Jr. Drive and approval of the establishment of April 27, 2021 at the City Council meeting as the time and place to hold a public hearing of necessity.

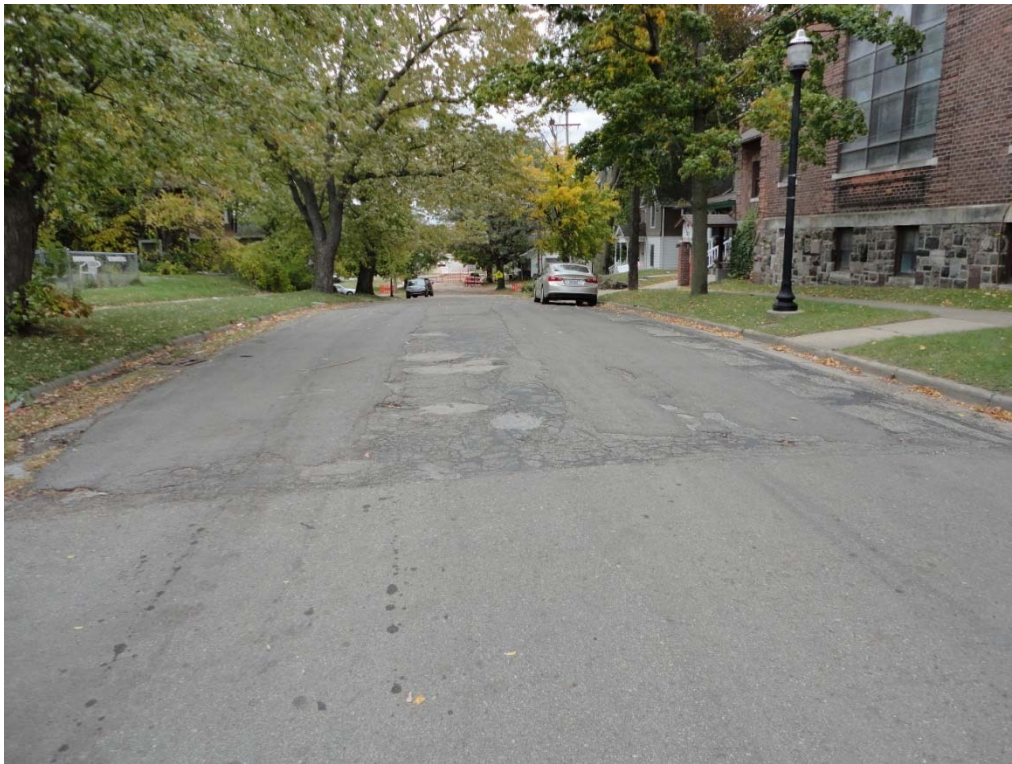


Photo 1: Biddle Street at Mechanic Street, looking east.



Photo 2: Biddle Street, at 109 E. Biddle, looking east.



Photo 3: Biddle Street at Cooley Place, looking east.

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 23, 2021

SUBJECT: **Engineer's Report for Street Reconstruction and
Water and Sewer Main Replacement
Cooley Place – Mechanic Street to Martin Luther King, Jr. Drive**

RECOMMENDATION:

Receive the Engineer's Report for street reconstruction with water and sewer main replacement on Cooley Place from Mechanic Street to Martin Luther King, Jr. Drive and establish April 27, 2021 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Jon Dowling, City Engineer regarding street reconstruction and water and sewer main replacement on Cooley Place.

I recommend approval for receipt and establishment of the public hearing of necessity. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: March 23, 2021

RECOMMENDATION: Receive the Engineer's Report for street reconstruction with water and sewer main replacement on Cooley Place from Mechanic Street to Martin Luther King, Jr. Drive and establish April 27, 2021 at the City Council meeting as the time and place to hold a public hearing of necessity.

SUMMARY

Engineering requests that City Council establish a public hearing of necessity to be held April 27, 2021 for street reconstruction and water and sewer main replacement on Cooley Place from Mechanic Street to Martin Luther King, Jr. Drive. This report is prepared for City Council per the Assessment Policy regarding the necessity of street reconstruction.

BUDGETARY CONSIDERATIONS

Estimated project costs and funding are as follows:

Street Construction Assessments	\$40,012
CDBG Funds	\$162,882
Sewer Funds	\$79,508
Water Funds	<u>\$98,650</u>
Total Project Cost	\$381,052

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will proceed with letting the project and obtaining competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

HISTORY, BACKGROUND and DISCUSSION

Engineering records show that Cooley Place was reconstructed in 1975, with an overlay in 1978 with storm sewer construction and crack seal and sealcoat in 2005. The roadway has cracking, potholes and extensive patching throughout. The current PASER rating is 3. The water main is 4 inch cast iron installed in 1919. The sanitary sewer was installed in 1924. The attached photos show the current street conditions.

DISCUSSION OF THE ISSUE

Engineering proposes to reconstruct the full depth of the pavement structure with new curb and gutter, a new gravel base and new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. The antiquated water main (constructed around 1919) will be replaced. 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 sanitary sewer will be replaced as part of the project.

POSITIONS

I request receipt of the Engineer's Report for Cooley Place reconstruction and water main replacement from Mechanic Street to Martin Luther King, Jr. Drive and approval of the establishment of April 27, 2021 at the City Council meeting as the time and place to hold a public hearing of necessity.

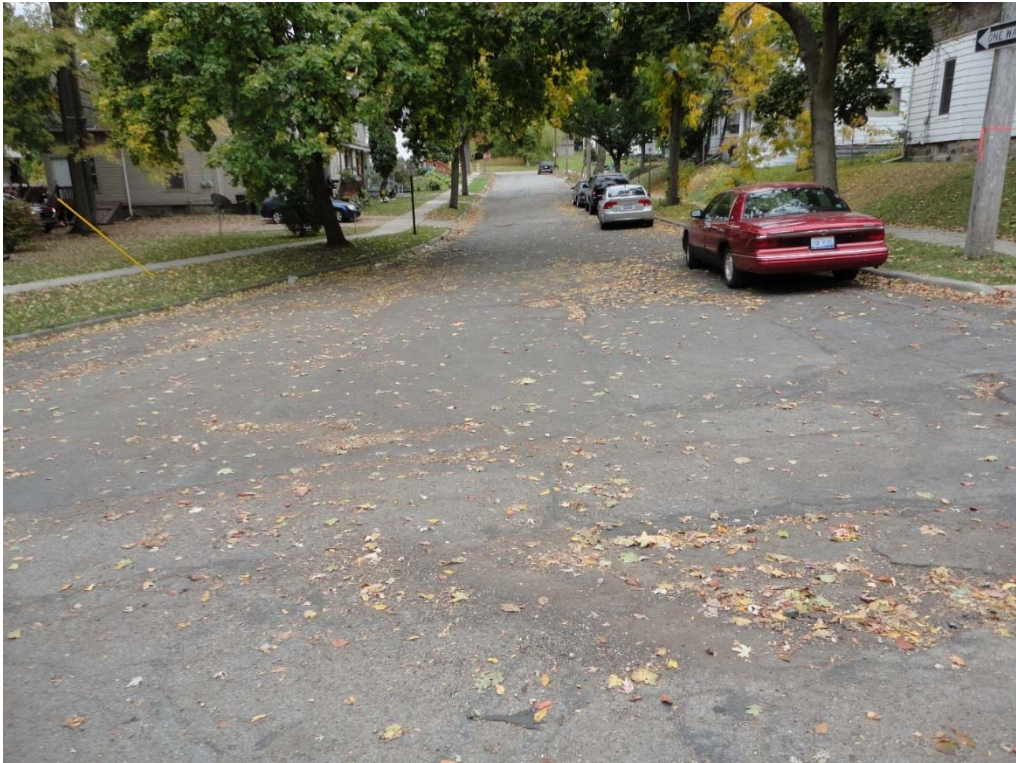


Photo 1: Cooley Place at Biddle Street, looking south.



Photo 2: Cooley Place at 807 Cooley, looking south.



Photo 3: Cooley Place at Morrell Street, looking north.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: Special Event Application for the Recruit Specialized Staffing Easter Egg Hunt

Recommendation:

Approve a request from Recruit Specialized Staffing to conduct their Easter Egg Hunt on Saturday, April 3, 2021 from 10 am – 2 pm in Horace Blackman Park and the CP Federal City Square.

Attached are memos from Cory Mays regarding the Special Event Application for the Recruit Specialized Staffing Easter Egg Hunt.

I recommend approval of the special event application for the Recruit Specialized Staffing Easter Egg Hunt. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: March 23, 2021

RECOMMENDATION: Approve a request from Recruit Specialized Staffing to conduct their Easter Egg Hunt on Saturday, April 3, 2021 from 10 am – 2 pm in Horace Blackman Park and the CP Federal City Square.

SUMMARY: A family-friendly Easter Egg Hunt for children ages 1-12, hosted downtown with groups designed to maintain social distancing and Covid-19 safety.

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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		<u>\$700.00</u>
	<i>TOTAL</i>		<i>\$700.00</i>

CONDITIONS & CONSIDERATIONS

Electrical power at the CP Federal Square, black metal fencing

INSURANCE STATUS

Approved, pending receipt of certificate of insurance

ATTACHMENTS: Special Event Application: Recruit Specialized Staffing Easter Egg Hunt



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|--|--|
| <input checked="" type="checkbox"/> \$50 Application Fee | <input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee | <input type="checkbox"/> Carnival Ride Permit (if applicable) |
| <input type="checkbox"/> Insurance documentation for sponsoring organization | <input type="checkbox"/> Insurance documentation for all vendors (if applicable) |
| <input type="checkbox"/> Event Map --Please indicate the location of all items | |

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

- The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
- No ground stakes are allowed on City property. Tents and inflatables must be waited down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.

Applicant Information

Sponsoring Organization Legal Name: Recruit Specialized Staffing	
Address: 1030 Laurence Ave Suite Lp	Phone: (517) 795-2515
Tax ID#:	Website: recruitss.com
Contact Name: Jessica Webb	Phone: 517-474-1292 Email: jwebb@recruitspecialized.com
Contact Name: Kylie Pollard-Binion	Phone: 517-414-1153 Email: jxn@recruitspecialized.com
Contact Name During Event:	Phone: ()

Event Information

Event Name: 1st Annual Recruit Specialized Staffing Easter Egg Hunt				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Saturday, April 3rd	10:00am	12:00pm	2:00pm	2:00pm

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

Electrical Power: Indicate electrical requirements: On the CP stage for DJ
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

Water Needs: Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____

Food/Vendors: Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____

Alcohol Sales: (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____

Amusement or Carnival Rides: If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

Fireworks: If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____

Traffic Cones Mobile Stage (please circle **15-foot** or **25-foot** version)

Other: 16 skinny orange barrels Black metal fencing: 40 pieces, on sidewalk by Hayes Ct.

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & "Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Details of all event activities MUST be included.

<input type="checkbox"/> Route Plan	<input type="checkbox"/> Emergency Vehicle Access	<input type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input type="checkbox"/> Tables
<input type="checkbox"/> Tent Locations	<input type="checkbox"/> Trash Receptacles	<input type="checkbox"/> Requested Reserved Parking
<input checked="" type="checkbox"/> Assembly Locations	<input type="checkbox"/> Requested Street Closures	<input type="checkbox"/> Electrical Wires & Outlets

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Jessica G. [Signature]

Date: 3-10-2021

Office Use ONLY	
Application Received:	
Date:	
Time:	
By:	
Application Fee Received:	

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 th Floor Jackson Michigan, MI 49201 or cmays@cityofjackson.org (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i> No ground stakes No confetti or glitter No use of outlets without prior approval

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

• Please see attached documents

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

• Please see attached documents

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

• Please see attached documents

Description of any necessary safety measures for both attendees and event organizers.

Recruit Specialized Staffing will have an appointed safety manager onsite with a fully charged cellphone to call emergency services as needed. The Easter Egg Hunt is organized to have 300 or less at a time on the premises of Horace Blackman Park.

An outline of procedures for handling sick attendees and volunteers and chain of command for notifying interested parties of possible infection.

If Recruit Specialized Staffing is notified of an attendee that had developed symptoms consistent with Covid-19, attendees will be notified via phone and the Jackson Health Department will be notified.

Marketing and Public Announcement materials will encourage those experiencing symptoms to stay home!

An explanation of our plans to adhere to the executive order for federal/state/local guidelines.

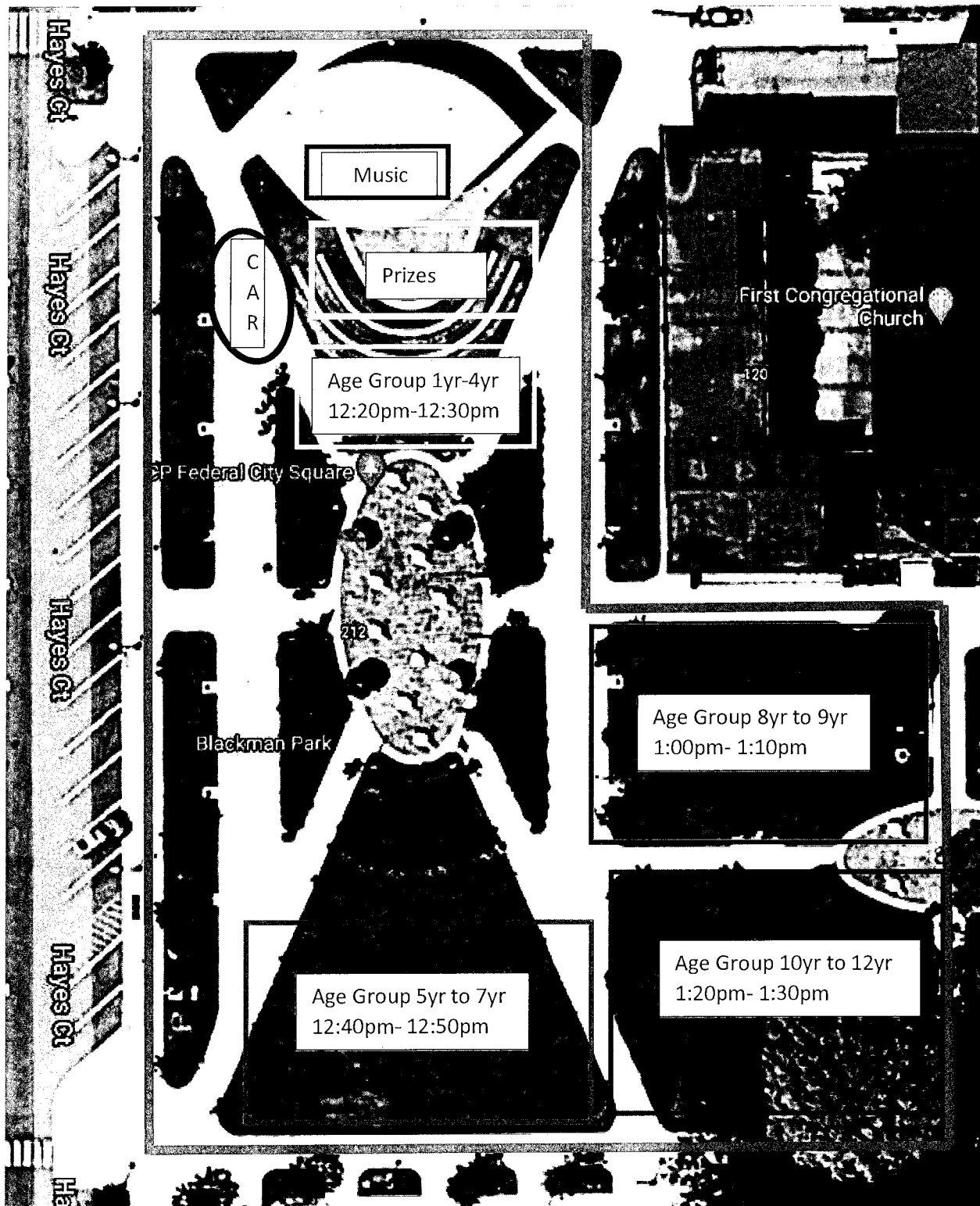
Parents of participating children for the 1st Annual Easter Egg Hunt will pre-register by their age group which will be recorded to a live Google document. No more than 100 children will be registered per age group. Each parent/ child that registers and attends the event will be asked to provide full name and phone number for contact tracing. For those not pre-registered will be denied entry.

Four egg hunts by age groups of 1yr-4yr, 5yr-7yr, 8yr-9yr and 10yr-12yr will be given designated times to participate with breaks in between. Separate entrances and exits will be designated in each egg hunt/ age group location.

Kick Off/ Welcome	12:00pm	12:15pm
First Age Group 1-4	12:20pm	12:30pm
BUFFER	12:30pm	12:40pm
Second Age Group 5-7	12:40pm	12:50pm
BUFFER	12:50pm	1:00pm
Third Age Group 8-9	1:00pm	1:10pm
BUFFER	1:10pm	1:20pm
Fourth Age Group 10-12	1:20pm	1:30pm
END TIME	2:00pm	

All information will be kept on file for 28 days per CDC Guidelines.

Masks will be recommended to be worn by Recruit Specialized Staff/ attending adults and children above the age of 5 years.



Music

C
A
R

Prizes

Age Group 1yr-4yr
12:20pm-12:30pm

First Congregational Church

PE Federal City Square

Blackman Park

Age Group 8yr to 9yr
1:00pm- 1:10pm

Age Group 5yr to 7yr
12:40pm- 12:50pm

Age Group 10yr to 12yr
1:20pm- 1:30pm

1st Annual Recruit Specialized Staffing Easter Egg Hunt

Saturday, April 03, 2021 Noon to 2:00pm @ Horace Blackman Park

Join Recruit Specialized Staffing for the first annual Easter Egg Hunt in Horace Blackman Park for kids ages one to twelve. Designated age groups, along with designated egg hunting locations, and designated times, to collect as many eggs as safely as possible. Not only will eggs be filled with candy, but with golden tickets for additional prizes.

MEMO TO: Mayor and City Councilmembers
FROM: Mathew M. Hagerty, City Attorney
DATE: March 16, 2021
SUBJECT: Resolution Extending Virtual Meetings Pursuant to Local Emergency Declaration

Recommendation: Approve a Resolution permitting City Council and other City boards and commissions to meet remotely due to ongoing Covid-19 pandemic under Open Meetings Act Amendment permitting continued remote meetings pursuant to local emergency declaration.

Please find attached a Department Report and a proposed Resolution.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Dobies and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: March 16, 2021

RECOMMENDATION: Approve the attached Resolution providing the ability of the City Council and other City boards and commissions to meet remotely through August 31, 2021 under an Open Meetings Act amendment allowing virtual meetings to continue under a local state of emergency declaration

SUMMARY

The attached Resolution permits, under recent amendments to the Open Meetings Act (OMA), the City Council and other City boards and commissions to continue to meet remotely due to the ongoing Covid-19 pandemic. This is based upon the Mayor's local emergency declaration of March 17, 2020.

HISTORY, BACKGROUND AND DISCUSSION

As Council is aware, the OMA was amended in order to allow public meetings to be held remotely during the ongoing Covid-19 pandemic. Through March 31, 2021, remote meetings can occur under "any circumstances". MCL 15.263a. Beginning April 1st (absent further amendment by the Michigan Legislature prior to that date) and through December 31, 2021, public meetings held remotely can only be done in certain specified circumstances. These circumstances include if a member of the public body is absent due to military duty, a health condition, or a statewide or local state of emergency/state of disaster if meeting in person would risk the personal health or safety of members of the public or the public body. MCL 15.263(2)

At the outset of the pandemic, on March 17, 2020, Mayor Dobies declared a local state of emergency in response to Covid-19's deleterious impact upon the City and its residents. Accordingly, the City Council has the legal authority to continue remote meetings to protect the health and safety of Council, City board and commission members, and members of the public through adoption of the proposed Resolution. The Resolution as proposed would permit virtual meetings under the local emergency declaration to continue through August 31, 2021. Should public health metrics; MDHHS Orders concerning public gathering limitations; vaccination rates; and overall Covid-19 cases dictate a change, it is certainly the City Council's prerogative to meet in person prior to that date. Similarly, if the date would need to be extended through the end of the calendar year Council could do so by further resolution. If adopted, the Office of City Attorney and City Clerk's Office will work to ensure meeting notices reflect the Resolution's adoption and include the requisite public notice requirements under the OMA amendments.

POSITION

City staff recommends that the attached resolution be approved.

ATTACHMENTS: *Proposed Resolution*

RESOLUTION NO. _____

A RESOLUTION AFFIRMING AND RESTATING A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF PERMITTING THE CITY COUNCIL AND OTHER PUBLIC BODIES OF THE CITY TO MEET BY ELECTRONIC AND TELEPHONIC MEANS

WHEREAS, as recently as March 2, 2021 the Director of the Michigan Department of Health and Human Services (MDHHS) made the following findings:

“The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person. COVID-19 spreads through close human contact, even from individuals who may be asymptomatic.

On March 10, 2020, MDHHS identified the first two presumptive-positive cases of COVID-19 in Michigan. As of March 1, 2021, Michigan had seen 589,150 confirmed cases and 15,534 confirmed deaths attributable to COVID-19. Michigan was one of the states most heavily impacted by COVID-19 early in the pandemic, with new cases peaking at nearly 2,000 per day in late March. Strict preventative measures and the cooperation of Michiganders drove daily case numbers dramatically down to fewer than 200 confirmed cases per day in mid-June, greatly reducing the loss of life. Beginning in October, Michigan again experienced an exponential growth in cases. New cases peaked at nearly 10,000 cases per day in mid-November, followed by increases in COVID-19 hospitalizations and deaths.”

WHEREAS, on March 17, 2020 Mayor Derek J. Dobies declared a local state of emergency in the City of Jackson accordance with Section 10 of Act 390, P.A. 1976, as amended which recognized “the threat to public health caused by the COVID-19 Coronavirus pandemic.”

WHEREAS, On November 15, 2020, MDHHS issued an order enacting protections to slow the high and rapidly increasing rate of spread of COVID-19. Cases, hospitalizations, and deaths remained high through early December, threatening hospital and public health capacity. On December 7, 2020, December 18, 2020, and January 13, 2021, MDHHS issued orders sustaining those protections. These orders played a crucial role in slowing the spread in Michigan and have brought new cases down to about 1,500 per day. These lower rates prevented Michigan’s healthcare system from being overwhelmed with a holiday surge.

WHEREAS, as of February 27, the State of Michigan had a seven-day average of 91.2 cases per million people, nearly 88% lower than the case rate in mid-November. While that case rate is similar to the rate in early October, it has plateaued over the past week and remains three times the rate of the summer low point.

WHEREAS, Test positivity was 3.7% as of February 27, and has started to plateau as well. While metrics have decreased from all-time highs, further progress has tapered off and there is growing concern of another spike with the presence of more infectious variants in Michigan and the United States as a whole.

WHEREAS, even where COVID-19 does not result in death, and where Michigan’s emergency and hospital systems are not heavily burdened, the disease can cause great harm. Recent estimates suggest that one in ten persons who suffer from COVID-19 will experience long-term symptoms, referred to as “long COVID.” These symptoms, including fatigue, shortness of breath, joint pain, depression, and headache, can be disabling. They can last for months, and in some cases, arise unexpectedly in patients with few or no symptoms of COVID-19 at the time of diagnosis. COVID-19 has also been shown to damage the heart and kidneys. Furthermore, minority groups in Michigan have experienced a higher proportion of “long COVID.”

WHEREAS, the best way to prevent these complications is to prevent transmission of COVID-19. Since December 11, 2020, the Food and Drug Administration has granted emergency use authorization to three vaccines to prevent COVID-19, providing a path to end the pandemic. Michigan is now partaking in the largest mass vaccination effort in modern history and is presently working toward vaccinating at least 70% of Michigan residents 16 years of age and older as quickly as possible.

WHEREAS, new and unexpected challenges continue to arise: in early December 2020, a variant of COVID-19 known as B.1.1.7 was detected in the United Kingdom. This variant is roughly 50 to 70 percent more infectious than the more common strain. On January 16, 2021, this variant was detected in Michigan. It is anticipated that the variant, if it becomes widespread in the state, will significantly increase the rate of new cases. Currently, Michigan is second in the nation with respect to the number of B.1.1.7 variants detected. To date, there are over 560 cases, representing a large percentage of all cases identified in the United States. CDC modeling predicts B.1.1.7 could become the predominant variant by the end of March. At present, however, it appears that cases have “plateaued”.

WHEREAS, the Director of the MDHHS has concluded that the COVID-19 pandemic continues to constitute an epidemic in Michigan and that control of the epidemic requires restrictions on public gatherings, and;

WHEREAS, the City Council desires to conduct the public business of the City in a manner so as not to place at risk the health and safety of members of the public, City staff, or members serving on public bodies of the City;

NOW, THEREFORE, IT IS RESOLVED, THAT pursuant to the authority contained at § 3 of the Home Rule Cities Act, MCL 117.3 (j) authorizing cities to provide for the public health and safety of persons; §3 of the Open Meetings Act, MCL 15.263 (2) permitting a public body to meet by electronic or telephonic means after March 31, 2021 upon declaration of a local state of emergency or state of disaster if meeting in person would place at risk the personal health or safety of members of the public or members of the public body; and §10 (b) of the Emergency Management Act permitting the Mayor to declare a local state of emergency;

I, Derek J. Dobies, Mayor of the City of Jackson based on the findings made by the Michigan Department of Health and Human Services regarding the public health threat posed by the COVID-19 novel coronavirus and its variant strains, hereby reaffirm and restate a local state of emergency to permit the City Council and all other public bodies of the City to continue to meet by electronic and telephonic means after March 31, 2021 and respectfully request the City Council affirm this action through August 31, 2021. Consistent with City Clerk’s public notices for meetings held virtually it is further established that persons with disabilities, as well as other members of the public may participate in the meeting by submitting written questions and/or

comments electronically by email to comments@cityofjackson.org, by mail, or delivery in person to 161 W. Michigan Avenue Jackson, MI 49201. All submittals received by the deadline will be read into the record (3 minute limit).

The above resolution was offered by _____ and supported by _____.

AYES, Council Members:

NAYS, Council Members:

ABSTAIN, Council Members:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on March 23, 2021. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 3, 2021
SUBJECT: **Award the bid to Allied Mechanical Services for the Final Clarifier Launder Cover Improvements at the Wastewater treatment Plant for \$344,400.00**

Recommendation:

Award the bid to Allied Mechanical Services for the purchase and installation of the Launder Covers at the Wastewater Treatment Plant for \$344,400.00

Attached is a report from Michael G. Osborn, Director of Public Works regarding the award referenced above.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Michael Osborn, Director of Public Works
DATE: March 3, 2021

RECOMMENDATION: Award the bid to Allied Mechanical Services for the Final Clarifier Launder Cover Improvements at the Wastewater treatment Plant for \$344,400.00

SUMMARY

Award the bid to Allied Mechanical Services for the purchase and installation of the Launder Covers at the Wastewater treatment Plant for \$344,400.00. Other bids included L.D. DOSCA Associates Inc. at \$399,000.00, Midwest Power Systems Inc. at \$410,000.00, and Paul Bengel Co. at \$511,000.00.

BUDGETARY CONSIDERATIONS

The funds for this project are accommodated for in section 406-548-000-985.000 of the Wastewater Equipment Replacement Fund.

HISTORY, BACKGROUND and DISCUSSION

During a scheduled visit from EGLE in 2019 it became clear that there was an issue with significant algae growth in the final clarifiers at our Wastewater Treatment Plant. State regulator, Claire Dijak from EGLE noticed an excessive amount of algae in our outfall. Following this observation we consulted with FISHBECK through our SAW grant on solutions to rectify the issue of the algae growth. It was decided the best, and most cost effective solution to this issue would be to place launder covers over the seven final clarifiers. Reducing the amount of sunlight to the final clarifiers will aid in decreasing the algae's ability to continue to grow. Upon this conclusion, we continued to work with FISHBECK to design and build specifications to move forward with this project. Due to pressure from EGLE and the reduced effectiveness of our UV disinfection from algae coating on the UV bulbs, this project became a high priority.

POSITIONS

I recommend we award the bid to Allied Mechanical Services for the purchase and installation of the Launder Covers at the Wastewater treatment Plant for \$344,400.00

ATTACHMENTS

	ALLIED MECHANICAL SERVICES, INC. 3860 ROGER B CHAFEE MEMORIAL DR., SE GRAND RAPIDS, MI 49548	L. D. DOCSA ASSOCIATES, INC. 300 S. 8TH STREET KALAMAZOO, MI 49009	MIDWEST POWER SYSTEMS, INC. 2401 HICKORY OAK MILFORD, MI 48380	PAUL BENDEL COMPANY 420 E. PROSPECT ST. JACKSON, MI 49203
Description	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
Lump sum bid for the WWTP Final Clarifier Launder Cover Improvements per the specifications	\$ 344,400.0000	399,000.000	410,000.000	511,000.000

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 4, 2021
SUBJECT: **Award the contract to BioTech Agronomics, Inc., Beulah, Michigan, for the hauling and land application of biosolids from the Wastewater Treatment Plant.**

Recommendation:

Award the contract to BioTech Agronomics, Inc., Beulah, Michigan, for the hauling and land application of biosolids removal contract at a price of \$0.0349 per gallon.

Attached is a report from Michael G. Osborn, Director of Public Works regarding the award for the contract referenced above.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Michael Osborn, Director of Public Works
DATE: March 4, 2021

RECOMMENDATION: Award the contract to BioTech Agronomics, Inc., Beulah, Michigan, for the hauling and land application of biosolids from the Wastewater Treatment Plant.

SUMMARY

Award the contract to BioTech Agronomics, Inc. Beulah, Michigan, for the hauling and land application of biosolids from the Wastewater Treatment Plant. BioTech Agronomics, Inc, was the lowest bidder coming in at a cost of \$0.0349 per gallon a 1.7% reduction over last year's contract price for liquid biosolids. The estimated annual cost for 2021 is \$275,000. The only other bid received was from Michigan Agribusiness Solutions at cost \$0.0410 per gallon.

BUDGETARY CONSIDERATIONS

The funding for this contract is accommodated for in section 590-553-000-818.000 of the Sewer Fund Sludge Handling contractual services budget.

HISTORY, BACKGROUND and DISCUSSION

During the wastewater treatment process, biosolids are produced, and treated through an anaerobic digestion process, then stored in liquid form or dried in open air drying beds. These biosolids are then used as fertilizer and soil enhancement on agriculture lands. These biosolids must be tested regularly for contaminants and/or pollutants to ensure they meet the State and Federal Regulations for land application. If contaminants and/or pollutants remain above the State and Federal Regulatory levels, it may be determined that the biosolids cannot be land applied, therefore they will be hauled to a landfill for proper disposal.

BioTech Agronomics, Inc. has performed the hauling and land application of biosolids from the Wastewater Treatment Plant satisfactorily over the last four years. Changes to the total amount of gallons to be hauled from the Wastewater Treatment Plant were made in the bid specifications going forward to better suit the needs of the Plant. Liquid biosolids hauling was increased from a minimum of 500,000 gallons to 1,000,000 gallons, and for the dry biosolids hauling was increased from a minimum of 300 cubic yards to 1,500 cubic yards. These increases were necessary to ensure that the appropriate amount of biosolids would be removed from the Wastewater Treatment Plant.

POSITIONS

I recommend we award the bid of the biosolids hauling and land application contract to BioTech Agronomics, Inc. at the cost of \$0.0349 per gallon, for an estimated annual cost of \$275,000.

ATTACHMENTS

		BIOTECH AGRONOMICS, INC.	MICHIGAN AGRIBUSINESS SOLUTIONS, LLC
		1651 BEULAH HIGHWAY BEULAH, MI 49617	3050 FREEWAY LANE SAGINAW, MI 48601
Line	Description	TOTAL COST	TOTAL COST
1	Cost per gallon to pump/haul and land apply liquid biosolids	\$ 0.0349	0.041
2	Cost per cubic yard to load, haul and land apply dry biosolids	\$ 35.02	29.00
3	ALTERNATE PRICE: Cost per cubic yard to haul and land apply dry biosolids with City providing loader and operator	\$ 30.88	25.50

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 23, 2021
SUBJECT: **Amendment 1 to the 2021 Major Street & Traffic Signal Engineering Contract**

RECOMMENDATION:

Approval of Amendment 1 to the 2021 Major Street & Traffic Signal Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of \$57,830.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer regarding an amendment for the above referenced contract.

I recommend approval of the amendment. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: February 23, 2021

RECOMMENDATION: Approval of Amendment 1 to the 2021 Major Street & Traffic Signal Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan at a not-to-exceed cost of \$57,830.00 and authorization for the City Manager and City Engineer to execute the appropriate documents.

SUMMARY

On February 23, 2021, City Council awarded the 2021 Major Street & Traffic Signal Engineering contract to Hubbell, Roth & Clark, Inc. (HRC) of Jackson, Michigan. The subject amendment is to provide design and construction engineering services for new traffic signals at West Avenue and Morrell Street, and at Elm Avenue and Ganson Street.

BUDGETARY CONSIDERATIONS

The current amount for the 2021 Major Street & Traffic Signal Engineering contract with HRC is \$101,820.90. The amount of the proposed Amendment 1 is \$57,830.00, bringing the revised contract amount of \$159,650.90. The cost of the amendment will be paid by Major Street Funds.

HISTORY, BACKGROUND and DISCUSSION

On February 23, 2021, City Council awarded for the 2021 Major Street & Traffic Signal Engineering contract to HRC for the realignment of West Avenue at the intersection of Franklin Street from four lanes to three lanes, and for the replacement of the existing traffic signal with a mast arm signal. Also included in the project is the replacement of the water main on West Avenue from Michigan Avenue to about 350 feet south of Franklin Street.

DISCUSSION OF THE ISSUE

On April 2, 2020, the Michigan Department of Transportation (MDOT) issued a call for projects for the fiscal year 2022 Federal Local Safety Program. Engineering had HRC prepare two grant applications which were submitted to MDOT in June of 2020. The grant applications are for traffic signal replacements at West Avenue and Morrell Street, and Elm Avenue and Ganson Street. The proposed signal replacement at West and Morrell is for a mast arm signal; at Elm and Ganson is a box span signal. MDOT sent letters to the City dated December 2, 2020 awarding grants for both intersections.

The proposed contract Amendment 1 is for the design engineering and construction engineering services to provide the signals at the two locations.

POSITIONS

Engineering recommends that Amendment 1 to the 2021 Major Street & Traffic Signal Engineering with HRC be approved for the not-to-exceed amount of \$57,830.00. I also request that the Mayor and City Engineer be authorized to sign the appropriate documents.

ATTACHMENTS

AMENDMENT NO. 1
Contract for
2021 Major Street and Traffic Signal Engineering
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT	\$ 101,820.90
AMENDMENT NO. 1	\$ 57,830.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	\$ 159,650.90

REASON FOR AMENDMENT:

To add design and construction engineering services for new traffic signals at West Avenue and Morrell Street, and Ganson Street and Elm Avenue as described in the letter from Hubbell, Roth & Clark, Inc. dated March 11, 2011

Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

Todd Sneathen, P.E., Vice President
Hubbell, Roth & Clark, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

March 11, 2021

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

Attn: Jon Dowling, P.E, City Engineer

Re: 21-003 Major Street Design and Traffic Signal Engineering
Amendment #1
Traffic Signal Modernizations
Ganson & Elm and West & Morrell

HRC Job No. 20201016

Dear Mr. Dowling:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to provide this amendment for design and construction engineering services for signal upgrades and modernizations at Ganson & Elm and West & Morrell. The project has received safety grant funding for FY 2022 construction that includes the following scope of work:

Design Services

- ≡ Collect topographic survey
- ≡ Prepare plans for the upgrades from box span to mast arm traffic signals including:
 - ≡ Prepare plans for the sidewalks/ramps to accommodate pushbuttons (if necessary)
 - ≡ Add pedestrian countdown signals and push buttons for pedestrian actuation
 - ≡ Add overhead street name signs
 - ≡ Install detection in the pavement on approaches by lane to improve mobility
 - ≡ Install reflectorized backplates on the traffic signals to improve visibility
 - ≡ Install Opticom system
 - ≡ Install pedestrian crosswalk markings
- ≡ Prepare specifications
- ≡ Prepare cost estimate
- ≡ Conduct one field meeting with the City to finalize layout
- ≡ Conduct one meeting with utility stakeholders, as needed
- ≡ MTC to collect one soil boring per intersection
- ≡ Conduct GI and OEC Meeting with MDOT LAP

Construction Engineering Services

- ≡ Contract Administration
- ≡ Construction Engineering
- ≡ Record Drawings
- ≡ Construction Layout and Staking
- ≡ On-Site Observation – assumes 2 weeks of construction
- ≡ Mast Arm Fabrication Testing to be conducted by subconsultant
- ≡ Testing to be coordinated with City and conducted outside of this scope

HRC is ready to begin the design engineering of signal modernizations and respective improvements, upon receipt of approval. This project will go through MDOT LAP. HRC is targeting a January letting, or sooner, if desired by the City.

Based on the scope of work, we estimate the total costs of Engineering Services **\$57,830**; Design Engineering fee of **\$33,590** and Construction Engineering fee of **\$27,240** which would not be exceeded without prior authorization. We will invoice the City in accordance with the terms of our existing contract, and the final invoice amount will be based on actual time spent.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Todd Sneathen, P.E.
Vice President

Attachment

pc: HRC; M. Romkema, L. Michaels, File

ATTACHMENT A
City of Jackson
Hours / Costs for Engineering Services - March 11, 2021
Ganson & Elm and West & Morrell Traffic Signals

	Hours	Direct Hourly Cost	Direct Cost
Principal, Todd Sneathen	2	\$ 55.00	\$ 110.00
Manager, Lia Michaels	45	\$ 37.20	\$ 1,674.00
Project Engineer, Mike Romkema	14	\$ 37.00	\$ 518.00
Traffic Engineer, Chris Bauer/Genti Heqimi	90	\$ 33.20	\$ 2,988.00
Graduate Engineer, Cole Villalobos	84	\$ 30.70	\$ 2,578.80
Survey Manager, Scott Roth	4	\$ 38.30	\$ 153.20
Survey Instrument Person, Richard Press	32	\$ 28.40	\$ 908.80
Survey Instrument Person, Isaac Clement	60	\$ 29.50	\$ 1,770.00
Senior Survey Tech, John Kibble	12	\$ 34.60	\$ 415.20
Construction Observer, Kent Beeksma	80	\$ 29.50	\$ 2,360.00
Office Tech, Alicia Blowers	8	\$ 25.00	\$ 200.00
Sub total	431		\$ 13,676.00
Overhead (Labor x 200%)			\$ 27,352.00
		Sub-Total - HRC	\$ 41,028.00
Subconsultant - Geotechnical - MTC			\$ 4,800.00
Subconsultant - SME - Fabrication Inspection			\$ 12,000.00
		Design	\$ 33,590.00
		Construction	\$ 24,240.00
		Total HRC Costs	\$ 57,830.00

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2021
SUBJECT: City Owned, H4HH & City Grounds Maintenance Lot Mowing Contract

Recommendation:

Renew the contract for City Owned, H4HH & City Grounds Maintenance lot mowing for the 2021 season to the lowest responsible bidder, Alpha & Omega Construction. Alpha & Omega Construction has performed mowing services for the City for numerous seasons, and has proven their ability to conduct the work in acceptable fashion. This will be their first renewal (2nd year of contract) of a possible four year contract.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: March 10, 2021

RECOMMENDATION: Renew the 2021 City-owned, H4HH & City Grounds Maintenance lot mowing contract to Alpha & Omega Construction, Jackson, Michigan.

SUMMARY

The City of Jackson awarded the contract for the mowing of 440 City-owned lots, 253 H4HH lots, 25 MSHDA lots and 946,455sf of grounds maintenance (islands, parkways, street right of ways, roundabouts, etc.) throughout the City to Alpha & Omega Construction as the lowest responsible bidder in 2020. The cost of mowing and maintaining each property is dependent on the actual lot size.

BUDGETARY CONSIDERATIONS

This mowing work is included in the annual budget, with the City Owned lots being charged to 101-455, Public Works Weed Control and H4HH maintenance funding. The cost of mowing each property is dependent on the size of said lot.

HISTORY, BACKGROUND and DISCUSSION

For the 2019 mowing season, the City of Jackson separated the City Owned, H4HH and City Grounds Maintenance lots into separate mowing contracts from private lot mowing, and as they used to be mowed on an as needed basis, these lots are now maintained on a regular 2-3 week schedule, or more often when necessary. The contractor is provided the entire list of addresses and will be tasked with maintaining the mowing schedule. If the number of lots changes over the course of the mowing season, lots can be added or subtracted accordingly.

DISCUSSION OF THE ISSUE

This work is vital to maintaining the appearance of our neighborhoods by enforcing the noxious weed ordinance on City Owned, H4HH and City Grounds Maintenance lots.

POSITIONS

I recommend the renewal of the City Owned, H4HH and City Grounds Maintenance (islands, parkways, street right of ways, roundabouts, etc) lot mowing contract to Alpha & Omega Construction.



ALPHA & OMEGA CONSTRUCTION

FROM BEGINNING TO END

WE DO

- LAWN CARE
- SNOW REMOVAL
- DOCKS
- SIDING
- WINDOWS
- ROOFING
- INSULATION
- GUTTERS
- NEW HOMES
- INSPECTIONS
- ADDITIONS
- POLE BARNs
- DECKs
- TRIM
- BATHROOMs
- & MUCH MORE!

To whom it may concern,

We (Alpha & Omega Construction Co. LLC) would like to renew the City Owned Lot Mowing contract for the upcoming 2021 mowing season.

W W W . A L P H A B U I L D E R . N E T

ALPHA & OMEGA CONSTRUCTION
2900 SHIRLEY DR.
JACKSON, MI. 49201

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2021
SUBJECT: Private Lot Mowing Contract Renewal 2021

Recommendation:

Renew the contract for as-needed private lot mowing for the 2021 season to the lowest responsible bidder to enforce the Noxious Weed Ordinance. Elysian Landscape was the lowest qualified bidder awarded the contract in 2019. This would be their second renewal (3rd year of contract). During the 2020 season based on the parcel size unit prices, Elysian Landscape was paid \$70,017. All work performed was charged back to the property owners.

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: March 10, 2021
RECOMMENDATION: Award the 2021 private lot mowing contract to Elysian Landscape

SUMMARY

The City of Jackson issued requests for bids for the as-needed mowing of private lots throughout the City, in accordance with Noxious Weed Ordinance Section 26-75 and Section 26-77 in 2019 and at the time received three bids. Elysian Landscape was the lowest qualified bidder and was awarded the contract in 2019.

BUDGETARY CONSIDERATIONS

The bid results are shown below. The bid amounts are based on historical and projected number of private lots encountered annually:

Elysian Landscape = \$38,450.00

Picture Perfect Lawn Care, LLC = \$65,350.00

Executive Property Maintenance of Michigan, LLC = \$46,775.00

This project is included in the annual budget, and all work performed is charged back to property owners.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has used a contractor for the last 21 years to maintain unkempt private properties in the City of Jackson. It is recommended we continue to utilize a contractor to aid in the enforcement of the city's Noxious Weed Ordinance.

DISCUSSION OF THE ISSUE

This work is vital to maintaining the appearance of our neighborhoods by enforcing the noxious weed ordinance when necessary.

POSITIONS

It is recommend to award the renewal of the private lot mowing contract to Elysian Landscape for the 2021 mowing season.

Elysian Landscape & Flatwork, LLC
511 Dalton Rd
Jackson MI. 49201
517-937-9417
zeb.bradley@gmail.com

February 17, 2021

City of Jackson DPW
521 Water St
Jackson Mi 49203

This letter is to inform the City of Jackson DPW the intent of Elysian Landscape & Flatwork, LLC to fulfill the private mowing contract for the 2021 calendar year.

Sincerely



Zebulon F. Bradley
Owner Operator
Elysian Landscape & Flatwork, LLC