



AGENDA - CITY COUNCIL MEETING

May 11th , 2021

6:30 p.m.

1. **CALL TO ORDER.**
 2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Fifth Ward Councilmember Karen Bunnell**
 3. **ROLL CALL.**
 4. **ADOPTION OF AGENDA.**
 5. **PRESENTATIONS/PROCLAMATIONS.**
 - A. **Virtual presentation on both the water and sewer rate studies by Baker Tilly Municipal Advisors, LLC**
 - B. **NEO Presentation**
 6. **PUBLIC HEARINGS.**
 - A. **Recess as a City Council and Convene as a Board of Review**
 - Confirmation of Special Assessment Roll No. 3422**
Public Hearing on Special Assessment Roll No. 3422 for street reconstruction and water and sewer main replacement on Morrell Street from Greenwood Avenue to S. Martin Luther King Jr., Drive
 1. *Resolution confirming Special Assessment Roll No. 3422*
- Adjourn as Board of Review and Reconvene as City Council.**

B. A Public Hearing as required by the State of Michigan for the Clean Water State Revolving Loan with potential principal forgiveness.

1. *Resolution adopting a final project plan for wastewater system improvements or NPS pollution control/storm water improvements and designating an authorized project representative.*

C. Public Hearing- FY 2021-2022 Proposed Budget:

Public hearing on the City's fiscal year 2021-2022 proposed budget (Copy available on the City's website).

7. CITIZEN COMMENTS. (3-Minute Limit)

8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of April 27, 2021

Approve the minutes of the regular City Council Meeting of April 27, 2021

B. Approve Submission of the 2021-2022 Annual Action Plan, Adopt a Resolution of Certifications, and Authorize the Mayor to Sign Required Documents for Submission to HUD

Approve submission of the 2021-2022 Annual Action Plan, adopt the Resolution Certifications, and authorize the Mayor to sign Form SF-424, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD

C. Traffic Control Order 2346

Approval of Traffic Control Order 2436 to install "Trucks" and "No Left Turn" signs on Wildwood Avenue at Daniel Road

D. Special Event Application for the Junior Achievement Grand Prix

Approve a request from Junior Achievement of the Michigan Edge, Inc. to conduct the Junior Achievement Grand Prix on Friday, August 27, 2021 in downtown Jackson.

E. Special Event Application for the Jackson College Cross Country Program's Jackson Rose Run

Approve a request from the Jackson College Cross Country Program to host the Jackson Rose Run on Saturday, June 12, 2021 in Ella Sharp Park

F. Special Event Application for the Jackson High School Spring Band Concert

Approve a request from Jackson High School to host their Spring Band Concert on Tuesday, May 18, 2021 at the CP Federal Square and Horace Blackman Park.

G. Special Event Application for the Every Heart Ministries Every Heart Night of Worship

Approve a request from Every Heart Ministries to host their Every Heart Night of Worship on Saturday, June 12, 2021 at CP Federal Square and Horace Blackman Park.

H. Approve the Jackson Brownfield Redevelopment Authority proposed bylaw amendments

Approve the Jackson Brownfield Redevelopment Authority Bylaw amendments that replace reference to the Community Development Department with the Neighborhood and Economic Operations Department.

I. Establishment of Public Hearings for Special Assessment Roll Nos. 4301, 4302, and 4303

Approve the resolutions to establish a public hearing date of June 8, 2021 for the confirmation of special assessment rolls:

Roll No. 4301 – Delinquent Miscellaneous 101 General Fund Accounts Receivable

Roll No. 4302 – Delinquent Miscellaneous 641 Public Works Fund Accounts Receivable

Roll no 4303 – Delinquent Miscellaneous 251 Housing Code Fund Accounts Receivable

J. Local Governmental Unit Approval for Social District Permit

Consideration of a resolution approving the Social District Permit Application for Veritas and Grand River Brewery.

K. Corrective Resolution for Special Assessment Roll No. 4297

Approve Corrective Resolution for Special Assessment Roll No. 4297 for delinquent miscellaneous delinquent general fund accounts receivable, confirmed December 8, 2020.

L. Corrective Resolution for Special Assessment Roll No. 4298

Approve Corrective Resolution for Special Assessment Roll No. 4298 for delinquent miscellaneous public works accounts receivable, confirmed December 8, 2020.

M. Approve the Mayor's recommendation to appoint Janet Meyer to the Public Arts Commission for a term of 3 years, expiring 5/11/24

10. OTHER BUSINESS.

11. NEW BUSINESS.

A. Approve the sale of City Owned properties located at 400 & 404 S. Blackstone Street to Jackson Interfaith Shelter

Approve the sale of City owned property located at 400 & 404 S. Blackstone to adjacent property owner Jackson Interfaith Shelter. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

B. Approve the sale of City Owned property located at 109 W. Franklin Street to Greater Jackson Habitat for Humanity

Approve the sale of City owned property located at 109 W. Franklin Street to adjacent property owner Greater Jackson Habitat for Humanity. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

C. Contract award for the 2021 Asphalt Pavement Crack Treatment Project

Approval of an award for the 2021 Asphalt Pavement Crack Treatment contract to K&B Asphalt Sealcoating, Inc. of Adrian, Michigan, at a cost of \$19,800.00 and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

D. Request to adopt a resolution approving the street list as selected for the FY2021 Highway Infrastructure Program (HIP) Funds and the HIP Covid Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP)

To adopt a resolution to approve the street list as selected for the FY 2021 Highway Infrastructure Program (HIP) Funds and the HIP Covid Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.

E. Resolution for Approval of a Contract with the Michigan Department of Transportation for Bridge Rehabilitation Work

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Rehabilitation Work on the Denton Road, Trail Street, North Street and Mechanic Street Bridges, and to authorize the Mayor and City Clerk to execute the appropriate documents.

F. Amendment 1 to the 21-002 Major Street Engineering Contract

Approval of Amendment 1 to the 21-002 Major Street Engineering contract with

Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$92,880.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

G. Resolution for Approval of a Contract with the Michigan Department of Transportation for Morrell Street, from Greenwood Avenue to Martin Luther King, Jr. Drive, and Authorize the Mayor and City Clerk to Execute the Appropriate Documents

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive, and authorize the Mayor and City Clerk to execute the appropriate documents.

H. Neighborhood Association Recognition Ordinance

Motion to approve first reading and advance to second reading and final adoption an Ordinance amending Section 8-25 through 8-40 of Article 2, Chapter 8 of the Code of Ordinances of the City of Jackson, Michigan to create a Neighborhood Association Recognition Ordinance that encourages neighbors to actively engage in city affairs, and provide for access to information to help neighborhoods understand local issues and opportunities.

12. EXECUTIVE SESSION

To discuss collective bargaining agreement.

13. CITY COUNCILMEMBER'S COMMENTS.

14. MANAGER'S COMMENTS.

15. ADJOURNMENT.

MEMO TO: Mayor and Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: **Virtual presentation on both the Water and Sewer Rate Studies, by Baker Tilly Municipal Advisors, LLC.**

Recommendation:

Virtual presentation on both the Water and Sewer Funds Rate Studies, by Baker Tilly Municipal Advisors, LLC.

Attached is a report from Michael G. Osborn, Director of Public Works regarding the presentation referenced above, as well as the final reports for both the Water and Sewer Rate Studies from Baker Tilly Municipal Advisors, LLC.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael G. Osborn, Director of Public Works

DATE: May 11, 2021

RECOMMENDATION: **Virtual presentation on both the Water and Sewer Rate Studies, by Baker Tilly Municipal Advisors, LLC.**

SUMMARY

Allow for the virtual presentation by Baker Tilly Municipal Advisors, LLC on the rate studies of both the Water and Sewer Funds. During the presentation Baker Tilly Municipal Advisors will cover, the utility rates needed to properly operate and maintain the water and sewer systems.

BUDGETARY CONSIDERATIONS

Baker Tilly Municipal Advisors, LLC, subcontracted through Fishbeck to complete the financial plan for the City Sewer Fund through the State of Michigan, Department of Environment, Great Lakes and Energy, Stormwater, Asset Management and Wastewater (SAW) Grant. At that time, the City separately contracted with Baker Tilly Municipal Advisors, LLC, to perform a rate study for the City Water Fund.

HISTORY, BACKGROUND and DISCUSSION

The City Water Fund has many major events that will have direct significant impacts to the revenues of the Fund. The first being the requirement for the City water system to comply with State of Michigan Safe Drinking Water Act, Lead & Copper Rule at the cost to the Water System. Throughout the last year, the City has worked diligently on a pilot study to replace lead service lines using both city staff and a contractor to determine the most cost effective way to comply with the Lead & Copper Rule. The City water system also faces the substantial loss in billable volume when its largest user on the system decreases their usage volume by 80 percent, causing an estimated loss in revenue of over one million dollars. This rate study will assist the Water Fund in generating the appropriate amount of revenue to phase in the Lead & Copper Rule expenses, capital improvements, operating and maintenance expenses and loss in revenue due to the decrease in billable volume.

Through the State of Michigan, Department of Environment, Great Lakes and Energy, Stormwater, Asset Management and Wastewater (SAW) Grant, the City was able to review in detail the Wastewater Treatment Plant and Wastewater Collection System assets. During this review it has been determined there are significant deficiencies requiring capital improvements at the Wastewater Treatment Plant and throughout the Collection System. This rate study will aid the Sewer Fund in generating the appropriate revenue for the necessary capital improvements, operating and maintenance expenses.

POSITIONS

Allow for the virtual presentation by Baker Tilly Municipal Advisors, LLC on the rate studies for both the Water and Sewer Funds.

ATTACHMENTS



MUNICIPAL
ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

April 22, 2021

City of Jackson

Re: SAW Grant Financial Plan (Sewer Rate Study) and Water Rate Study

City of Jackson Council,

This memo is being written to give a brief synopsis of the conclusions reached during our analysis of the Sewage and Water Funds.

As part of the SAW Grant, we completed what is essentially a rate study of the Sewage Fund. This process was subcontracted through Fishbeck Engineers. Our final report was submitted to the City in November. Here are some of the major talking points from the report:

- Page 4 – We are recommending yearly increases of 4% to help fund capital improvements and operating expenses, along with potential debt issuance (anticipated debt payments are included in the 4% increases)
 - 4% increases apply to all City/Outside City rates charged and Township Contract charges (except Township extra strength surcharges)
- Page 5 – The City has a healthy cash balance in the fund. This will come in handy with the capital improvements upcoming. We have anticipated a mix of cash and debt funding of the various capital improvements over the forecast period.
- Page 8 – We need to keep an eye on billable volumes (amount of flow customers are charged for). There is a slight negative trend in this right now and the City will need to monitor how this develops over the next few years.

Overall, if the City continues with the 4% increases per year and the Township Contract charges are increased yearly likewise, the City will be in a good position with the Sewage Fund (according to the current assumptions).

As a separate engagement, we were hired by the City to perform a rate study of the Water Fund. Our final report was submitted to the City in November. The City has many major unknowns with the fund as it stands. Here are some of the major talking points from the report:

- The Lead & Copper Rule has created a significant potential liability for the City to comply with. These expenses are included in the analysis, but they are only estimates at this time.
- The City is also faced with the potential loss of volume from Consumers Energy. The billable volume is currently trending down (see page 9) but that could be partially explained by Covid-19. The loss of volume expected from Consumers Energy will have a major impact on the revenues. We have included this loss of volume in our estimates.
- Page 5 – We are recommending yearly increases of 12% per year for the next three years, followed by 4% increases per year thereafter. This is to start phasing in the Lead & Copper Rule expenses, other capital improvements, operating expenses, and loss of volume.

Overall, the Water Fund is not in as good of a position as the Sewer Fund. The Water Fund currently has a healthy cash balance, but with the issues addressed above, this balance will be decreasing significantly over the next few years (even with the rate increases). We are currently not anticipating the Water Fund cash balance to go below 18 months compared to operating expenses, but the significant assumptions and liabilities facing the Water Fund need to be monitored yearly.

We would welcome the opportunity to present our full reports and take questions from the council at an upcoming meeting. Let us know if we can provide further comments or answer any questions pertaining to the reports or this memo.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Campbell", written in a cursive style.

Andy Campbell, CPA, Director
Baker Tilly Municipal Advisors, LLC

A high-speed photograph of a water splash, with a large, central plume of water rising and smaller droplets trailing off to the sides. The water is clear and blue, set against a light, hazy background. The splash is centered in the upper half of the page.

JACKSON
Founded 1829

City of Jackson
County of Jackson, State of Michigan

Water Fund – Rate Study

November 18, 2020



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

November 18, 2020

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

Subject: City of Jackson (Michigan) Water Fund – Rate Study

Dear City of Jackson:

It is our pleasure to provide you this analysis of your water fund and the review of the rate structure. A rate study is not a historical document, it is a working document, which should be used as a reference for budget and finance decision-making. To this end, Baker Tilly is available to discuss the study at any point in the future.

Rates and charges must reflect the customer base being served. As such, the rate study found in these pages is unique to your community. The ultimate goal of every rate study is to develop a rate structure and revenue support system that meets the needs of operations, maintenance, and capital improvement and at the same time is as economical and equitable to the customers as possible, this is referred to as a “cost of service” analysis. You will find the observations and recommendations meet your needs and reflect your customer base.

By acceptance of this study the City Council understands and accepts the responsibility and liability for potential challenges to the rate structure and management of the funds. Rate studies, while often based on various methods, industry guidelines, do not follow a clear standard as does, for example, a CPA in producing an audit according to Generally Accepted Accounting Principles. Furthermore, state law and case law do not provide any reasonable or comprehensive guidance regarding methodology, rate structure or management of fund balances. Baker Tilly is reliant upon City officials, and other sources, who have access to relevant data to provide accurate information. The City accepts that fund management and rate adjustment recommendations are inherently subject to estimations and projections and, as such, no assurance is provided regarding the actual performance of the funds over time. The City is advised to seek legal counsel regarding the implementation of any recommendations and their liability implications.

As always, it was a pleasure serving you and do not hesitate to call if you wish to further discuss our findings.

Sincerely,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Andy Campbell, CPA, Director

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Executive Summary

1.1 Community Background

The City owns and operates a water supply, treatment, and distribution system that serves the City itself, a significant part of Blackman Township, and small parts of Summit and Leoni Townships. The City serves more than 42,000 customers in the City of Jackson and the Townships. The water distribution system is divided into three pressure districts, with the Essex Heights area and portions of Blackman Township to the west forming two high pressure districts, and the rest of the system in a low pressure district.

The City's Water Treatment Plant (WTP) is supplied by 16 water supply wells, with 12 active wells located near the WTP and 4 active wells located at Ella Sharp Park. The City's well system has a firm capacity (with the largest capacity well out of service) of 33.6 MGD. The WTP consists of two trains, each with primary solids contact clarifiers, secondary solids contact clarifiers, gravity filtration and disinfection. The water is softened in the clarifiers via a lime/soda ash process to reduce the hardness to about 140 parts per million (ppm). The treated water is then conveyed to a 7.5 million gallon (MG) ground storage reservoir to the east of the WTP and then pumped to the distribution system by the high service pump station, which is located on the same site as the WTP. The WTP has a firm capacity of 24 MGD, which is more than sufficient to meet the City's projected water demands into the future.

Source: Fishbeck

1.2 Objectives

To identify the revenue support and fund management needed to fulfill the City's operations & maintenance, and capital improvements to the system while maintaining adequate cash reserves to be able to respond to unforeseen circumstances.

1.3 Potential Rates

Based on our analysis and direction from City officials, Baker Tilly is recommending annual increases of 12% to all of its user rates for the first three years starting July 2021, followed by 4% per year through 2031/32.

TABLE 1-1: PROPOSED RATES SUMMARY

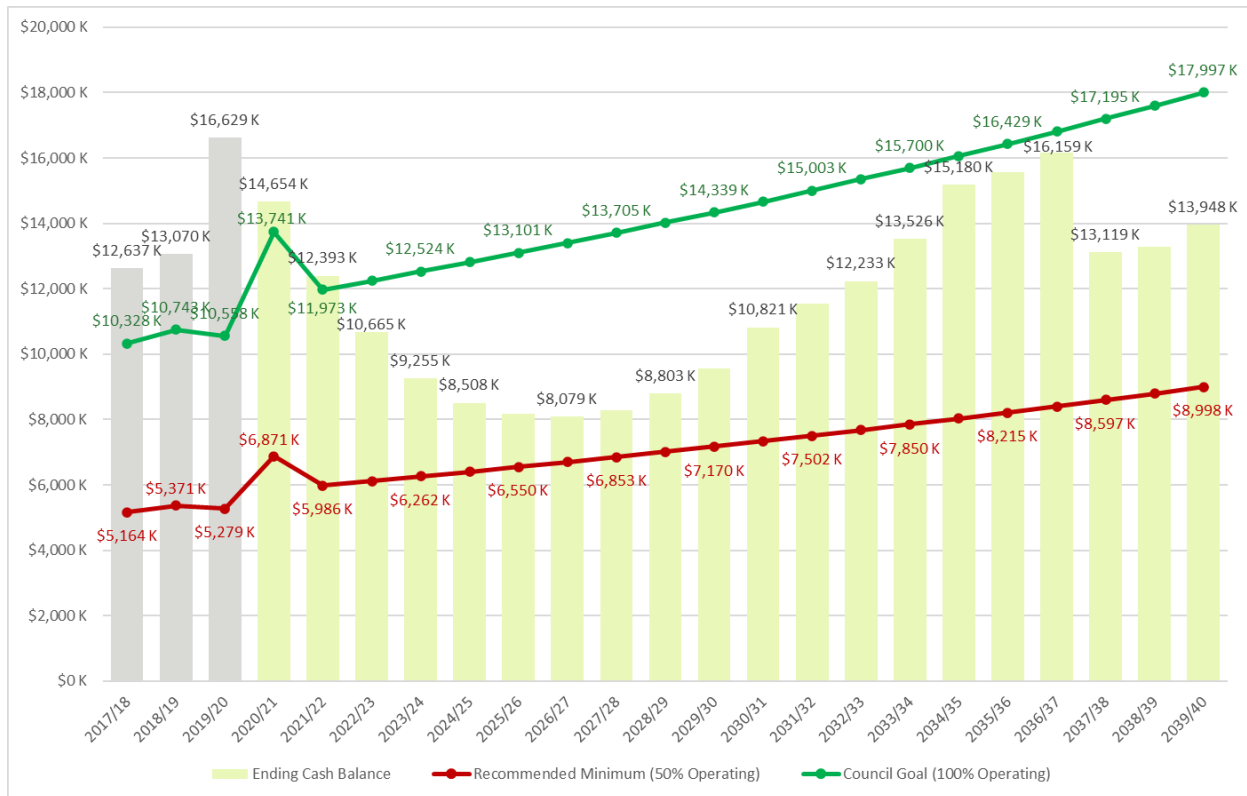
Category	Current Rates	Proposed Rates
	<u>2020/21</u>	<u>2021/22</u>
Inside City Customers		
Readiness charge rate* (daily)	\$ 0.25159	\$ 0.28178
Billing charge rate (per bill)	\$ 4.66	\$ 5.22
Commodity charge rate (per 100 cu.ft.)	\$ 3.33	\$ 3.73
Outside City Customers		
Readiness charge rate* (daily)	\$ 0.50318	\$ 0.56356
Billing charge rate (per bill)	\$ 9.32	\$ 10.44
Commodity charge rate (per 100 cu.ft.)	\$ 6.66	\$ 7.46
Blackman Township Customers		
Readiness charge rate* (daily)	\$ 0.40254	\$ 0.45085
Billing charge rate (per bill)	\$ 7.46	\$ 8.35
Commodity charge rate (per 100 cu.ft.)	\$ 4.16	\$ 4.66
Michigan Dept. of Corrections		
Readiness charge rate* (daily)	\$ 0.40254	\$ 0.45085
Billing charge rate (per bill)	\$ 7.46	\$ 8.35
Commodity charge rate (per 100 cu.ft.)	\$ 3.33	\$ 3.73
Summit Township Customers		
Readiness charge rate* (daily)	\$ 0.25159	\$ 0.28178
Billing charge rate (per bill)	\$ 4.66	\$ 5.22
Commodity charge rate (per 100 cu.ft.)	\$ 4.58	\$ 5.13
Leoni Township Customers		
Readiness charge rate* (daily)	\$ 0.44028	\$ 0.49312
Billing charge rate (per bill)	\$ 8.16	\$ 9.14
Commodity charge rate (per 100 cu.ft.)	\$ 5.83	\$ 6.53
Unmetered Fire Line Services		
Readiness charge rate* (yearly)	\$ 34.68	\$ 38.84

**5/8" meter size readiness charge*

1.4 Cash Position Summary

The cash & investments balance for the City is currently around 14 months of cash operating expenses (net of depreciation). This is a very healthy cash balance as our standard minimum recommendation for operating expenses is around six months. Over the forecast period the cash balance gradually lowers as the City intends to pay for almost \$116 million (includes fund 402 for horizontal asset projects) worth of capital improvements with cash as well as funding roughly \$2.75 million a year in lead service line replacements. The forecast estimates the ending cash balance to be above six-month's worth of cash operating expenses.

TABLE 1-2: SCHEDULE OF ACTUAL AND ESTIMATED ENDING CASH BALANCE



Information and Assumptions

A significant effort has been made by the City and Fishbeck to inventory assets, evaluate the infrastructure, and determine asset criticality. The result is the identification of asset investment cost by project and by year. The rate study covers a 20-year forecast period to take this asset evaluation into account. The rate study is a four step process: 1) historical comparison with audits and budgets, 2) test year, or normalized budget year, along with inflation assumptions for purposes of forecasting, 3) proof of rate to revenue for reliance on customer data, and 4) cash flow forecast including revenue, operating expense, capital spending, debt, and fund balance (i.e., actual cash and investment balance). The analysis is a “cash basis” approach as described in the AWWA Manual of Rate Making Practices.

Key information

- Audited comprehensive annual financial statements for FYE 2017, FYE 2018, FYE 2019;
- Actual Revenue and Expenditure Report for FYE 2018, FYE 2019, FYE 2020;
- Budgeted Revenue and Expenditure Report for FYE 2021;
- Water fund cash balance as of June 30, 2020 provided by the City;
- Annual lead service line replacement costs provided by the City;
- Historical 5-year billing data provided by utility billing department;
- 20-year CIP provided by the City and Fishbeck.

Key Assumptions

- Rates should not only cover the system costs, but also support future system maintenance, capital improvements, and debt service payments;
- The City will follow AWWA guidelines;
- The City is not anticipating significant population growth;
- Consumers usage will reduce to 20% of current consumption charge usage starting in 2021/22;
- Lead service line replacement will start in 2023/24;
- The budgeted amount for other revenue in FYE 2021 will be consistent in future years;
- The City will conduct all capital improvement projects forecasted by the City and Fishbeck;
- The current market rate is used for calculating proposed bond debt service;
- In the years that the proposed vertical CIP projects are under \$500,000, the vertical CIP budget will be \$500,000 which includes a contingency component.

Revenues

2.1 Customers and Usage

The City serves customers within its own City limits as well as customers in Blackman Township, Summit Township, and Leoni Township. The table below shows the breakout of metered customers by location and meter size.

TABLE 2-1: CUSTOMER COUNTS BY LOCATION AND METER SIZE

Meter Count						
Meter Size	Inside City	Outside City	Blackman Twp.	Summit Twp.	Leoni Twp.	Total
5/8"	9,917	63	2,117	4	22	12,123
3/4"	595	14	46	2	-	657
1"	455	10	163	-	-	628
1 1/2"	250	4	139	-	-	393
2"	157	3	159	1	2	322
3"	35	-	17	-	1	53
3" Turbine	1	-	-	-	-	1
4"	20	-	4	1	2	27
4" Turbine	1	-	-	-	-	1
6"	9	-	3	-	-	12
8"	-	-	4	-	-	4
10" Turbine	1	-	-	1	-	2
Total Meter Count	11,441	94	2,652	9	27	14,223

Over the past five years the City has seen a relatively consistent level of usage, however, the City saw a decrease in usage in fiscal year 2019/20 due to COVID. This has been a common theme among communities around the state as many major employers temporarily shut down operations during the spring of 2020. The City is expecting to see another decrease in usage as Consumers expects to reduce their usage by 80%. The forecast assumes a consistent flow going forward after adjusting for the reduced usage from Consumers.

TABLE 2-2: VOLUME OF WATER SOLD



2.2 Rates

The City bills customers based on generally accepted methods. Customers are billed a readiness charge based on meter size and on a commodity basis for the volume of water sold as well as a billing charge per bill. The number of customers billed at the current rates ties to the revenue reflected in the audit and budget, such that we can rely on these numbers for forecasting. The table below shows the daily readiness charge rate for Inside City customers.

TABLE 2-3: DAILY READINESS CHARGE RATES

Readiness Charge Rate Structure		
<u>Meter Size</u>	<u>Inside City Rate</u>	<u>Meter Ratios</u>
5/8"	\$0.25159	1.0
3/4"	\$0.37736	1.5
1"	\$0.62894	2.5
1 1/2"	\$1.25788	5.0
2"	\$2.01262	8.0
3"	\$3.77367	15.0
3" Turbine	\$4.40261	17.5
4"	\$6.28944	25.0
4" Turbine	\$7.54733	30.0
6"	\$12.57886	50.0
6" Turbine	\$15.72358	62.5
8"	\$20.12619	80.0
10" Turbine	\$36.47871	145.0

Customers that are located outside the City are charged based on a percentage of Inside City rates. The table below demonstrates what percentages of Inside City rates each customer group is charged.

TABLE 2-4: RATES AS A PERCENTAGE OF INSIDE CITY RATES

Rate Category	Inside City	Outside City	Blackman Township	Summit Township	Leoni Township
Readiness charge (per day) (Inside City)	100%	200%	160%*	100%	175%
Billing charge (per bill)	100%	200%	160%*	100%	175%
Commodity charge (per 100 cu.ft.)	100%	200%	125%	138%	175%

**the additional 60% is forwarded to Blackman Township*

2.3 Billing

The City bills customers both quarterly and monthly. The City Manager divides the service area into three districts of approximately equal size, plus a fourth district which includes commercial and industrial accounts. The three districts of equal size are billed quarterly alternating between the districts each month. The fourth district is billed monthly. The table below shows the number of bills broken out by district that were processed by the utility billing department in fiscal year 2019/20.

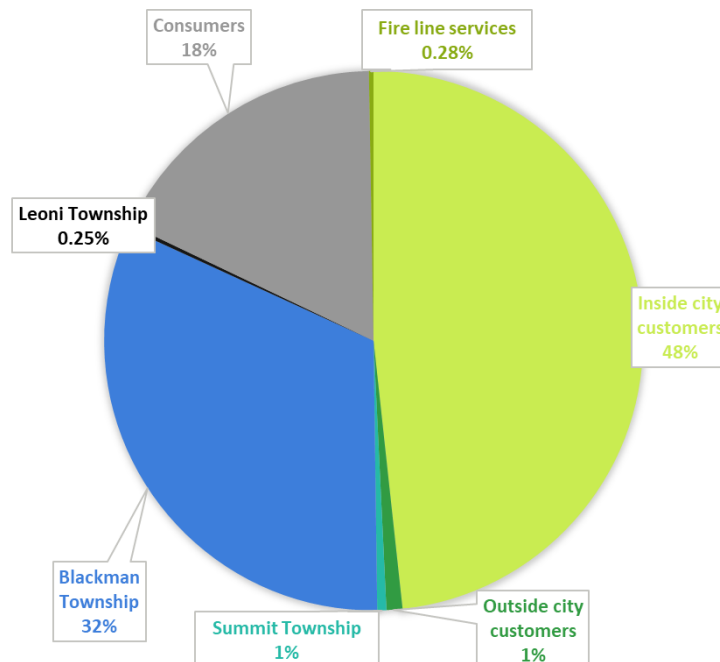
TABLE 2-5: NUMBER OF BILLS PROCESSED BY LOCATION AND DISTRICT

Number of Bills Processed by District and Location					
Location	1st District	2nd District	3rd District	4th District	Total
Inside City	13,491	14,751	13,685	12,605	54,532
Outside City	20	174	76	407	677
Blackman	6,861	-	1,161	7,458	15,480
Summit	-	-	-	24	24
Leoni	-	-	40	10	50
District Total	20,372	14,925	14,962	20,504	70,763

2.4 Revenue

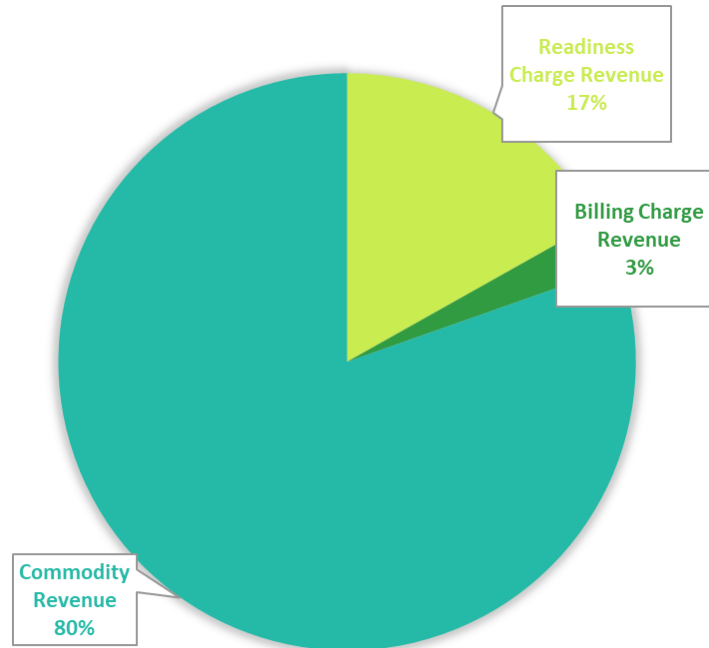
The City primarily derives its revenues from inside City customers followed by Blackman Township customers and Consumers. A small portion of total revenues come from Outside City customers and Leoni Township and Summit Township customers. The chart below demonstrates how much revenue is derived from each group of customers.

TABLE 2-6: REVENUE BY CUSTOMER CATEGORY



Roughly 80% of the City’s user rate revenue is brought in by the City’s commodity charge while 20% is brought in by the City’s readiness and billing charges. This aligns with industry standard as a commodity charge based on usage is typically seen as the most equitable way to allocate costs to customers. However, it is not ideal to have all of the revenue dependent on usage because there are fixed costs the system will need to cover regardless if there is a large decrease in usage. Further detail is provided below demonstrating how much revenue is derived from each rate.

TABLE 2-7: REVENUE BY RATE CATEGORY



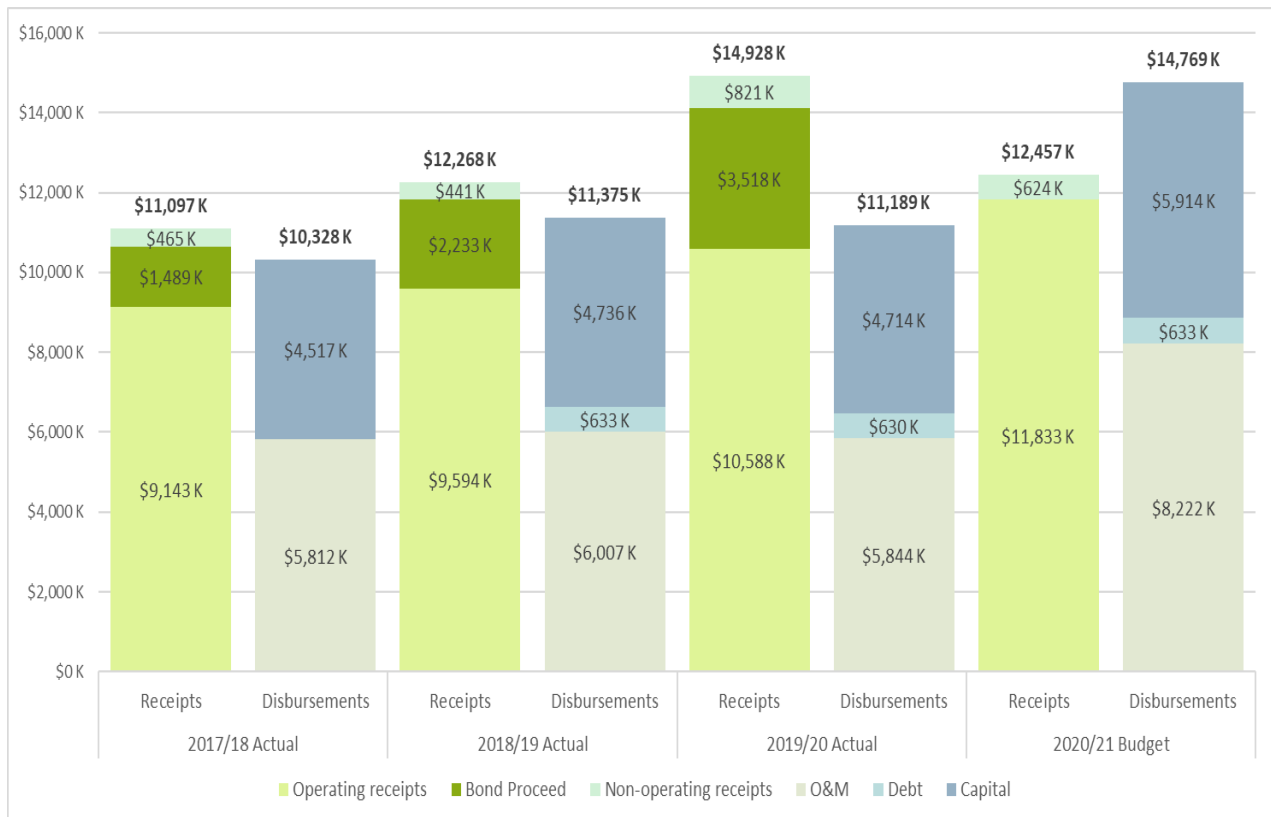
In addition to the revenues brought in by user rates, the City is conservatively assuming approximately \$280,000 per year in other revenue (revenue not derived from user rates). These revenues consist primarily of penalties and interest earned. The forecast assumes that these other revenues will remain consistent in future years.

Operating & Maintenance Expenses

3.1 Historical O&M Expenses

Historical O&M expenses are analyzed in the report to help look for trends and to help identify any outlier expenses. The City utilizes an internal transfer from the water fund to a sub-fund (fund 402) to help track expenses related to water equipment and replacement expenses. The current year budget is consistent with previous years, with most expenses increasing slightly year over year.

Table 3-1: Receipt and Disbursement History



3.2 Test Year

A test year is a normalized year for operating and maintenance expense and becomes the base year used for forecasting future expenses.

Prior year budget actuals are analyzed for trends, outliers, or one-time expenses. Any items of concern were discussed with City officials to determine what a particular line item expense would be in a normal year. Certain adjustments were made to these particular line items to more accurately reflect a normalized year's expense to be used in the test year before forecasted out into future years.

3.3 Inflation Assumptions

The next step is to increase the test year expenses by an annual inflationary percentage. This is done as it is not reasonable to expect expenses to be the same as they are today over the 20 years forecasted in the report. These annual inflationary increases reflect the increases in costs over time and are used to help estimate what future operating and maintenance expenses will be. The table below summarizes the general inflationary assumptions used in the report.

TABLE 3-2: INFLATION ASSUMPTIONS

Expense Type	Inflation Assumptions
Compensation Related	3.0%
Benefits	3.0%
Operating	2.0%
Purchasing	2.0%
Materials & Utilities	2.0%
Contractual Services	2.0%

Capital Improvement Plan

4.1 Capital Improvement Plan (CIP)

Capital improvements are larger, one-time expenses that are not included in annual operating and maintenance expenses. It is beneficial to look at potential capital improvements well in advance and develop a capital improvement plan as it will help the City develop policy to manage rates over time in order to maintain the water system with an efficient use of funds. For the upcoming years, the City’s capital improvement plan includes projects for vertical assets, horizontal asset, equipment replacements and lead service line replacements.

The lead service line replacements are a result of a recently enacted rule by the State of Michigan referred to as the Lead and Copper Rule (LCR). The LCR requires communities to replace all lead service lines on their entire system and has placed a massive financial burden on communities across the state, the City is no exception.

The below capital improvement plan includes projects for vertical asset, equipment replacements, and lead service line replacements. The estimated costs were provided by the City and Fishbeck with built in inflation assumptions. The horizontal asset projects are included in the City’s annual budget (fund 402 department 591).

TABLE 4-1: 20-YEAR CAPITAL IMPROVEMENT PLAN

Year	Vertical CIP	Equipment Replacement	Lead Service Line Replacement [1]	Total
2021/22	\$1,287,500	\$317,652	-	\$1,605,152
2022/23	500,000	1,724,917	-	2,224,917
2023/24	1,092,727	-	\$2,100,331	3,193,058
2024/25	500,000	177,830	2,163,340	2,841,171
2025/26	500,000	-	2,228,241	2,728,241
2026/27	500,000	31,404	2,295,088	2,826,491
2027/28	500,000	3,690	2,363,941	2,867,630
2028/29	500,000	-	2,434,859	2,934,859
2029/30	500,000	1,497,227	2,507,905	4,505,132
2030/31	3,547,939	2,016	2,583,142	6,133,097
2031/32	500,000	11,628	2,660,636	3,172,263
2032/33	500,000	8,412	2,740,455	3,248,867
2033/34	500,000	-	2,822,669	3,322,669
2034/35	1,285,701	5,404,483	2,907,349	9,597,533
2035/36	778,984	-	2,994,569	3,773,553
2036/37	500,000	21,664	3,084,406	3,606,070
2037/38	4,115,591	71,072	3,176,938	7,363,601
2038/39	859,729	-	3,272,247	4,131,975
2039/40	1,402,805	18,858,958	3,370,414	23,632,176
Total	\$19,870,975	\$28,130,952	\$45,706,528	\$93,708,456

[1] The City’s Lead Service Line Replacement Program is a 35-year program. This table includes first 17-year’s program cost estimates.

4.2 CIP Funding

The City currently has a healthy cash balance and according to the current assumptions will be able to fund all horizontal asset projects, equipment replacement, and some of the smaller vertical assets projects with cash on hand. Annual lead service line replacements costs are also anticipated to be cash funded. The City has multiple larger projects that will need to be financed as is outlined in the chart below.

TABLE 4-2: 23-YEAR CAPITAL IMPROVEMENT PROJECTS FUNDING SUMMARY

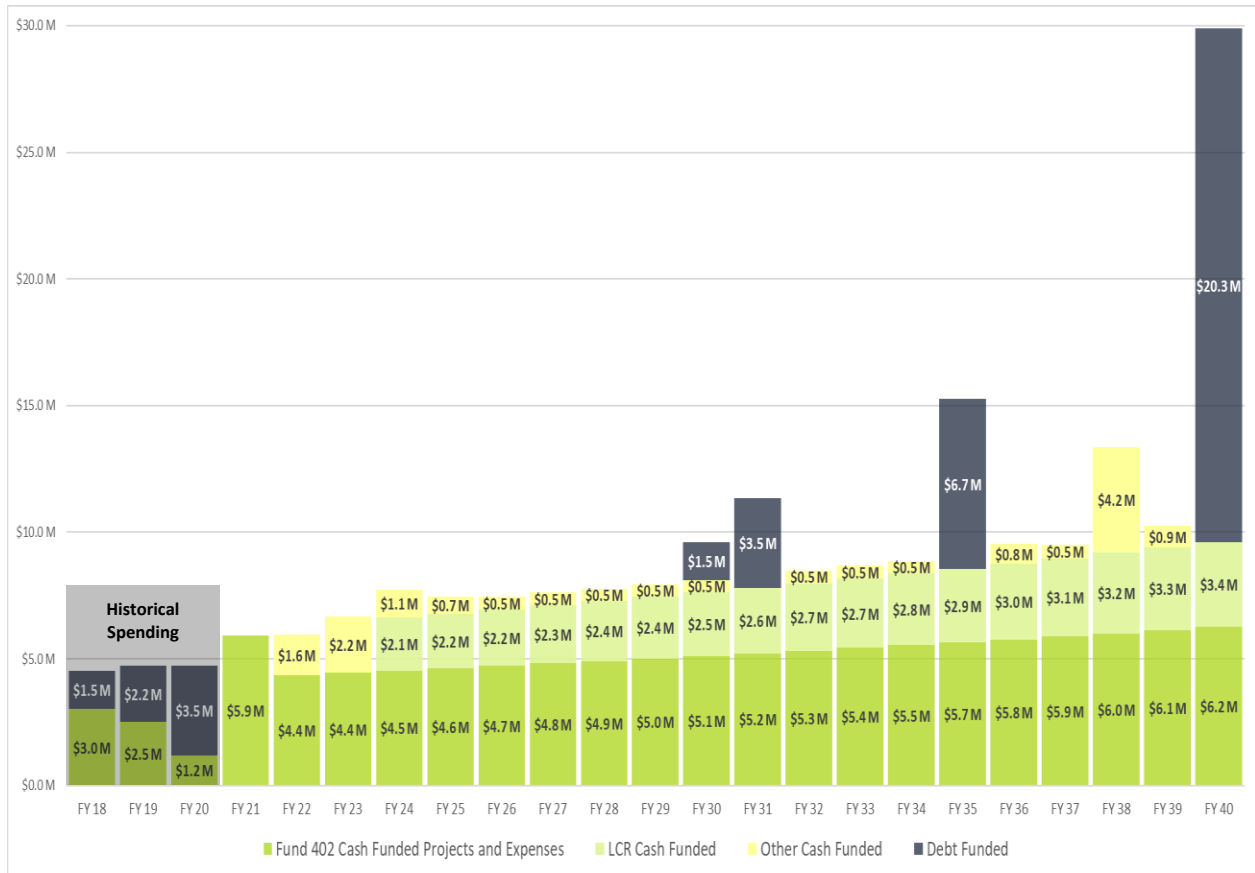
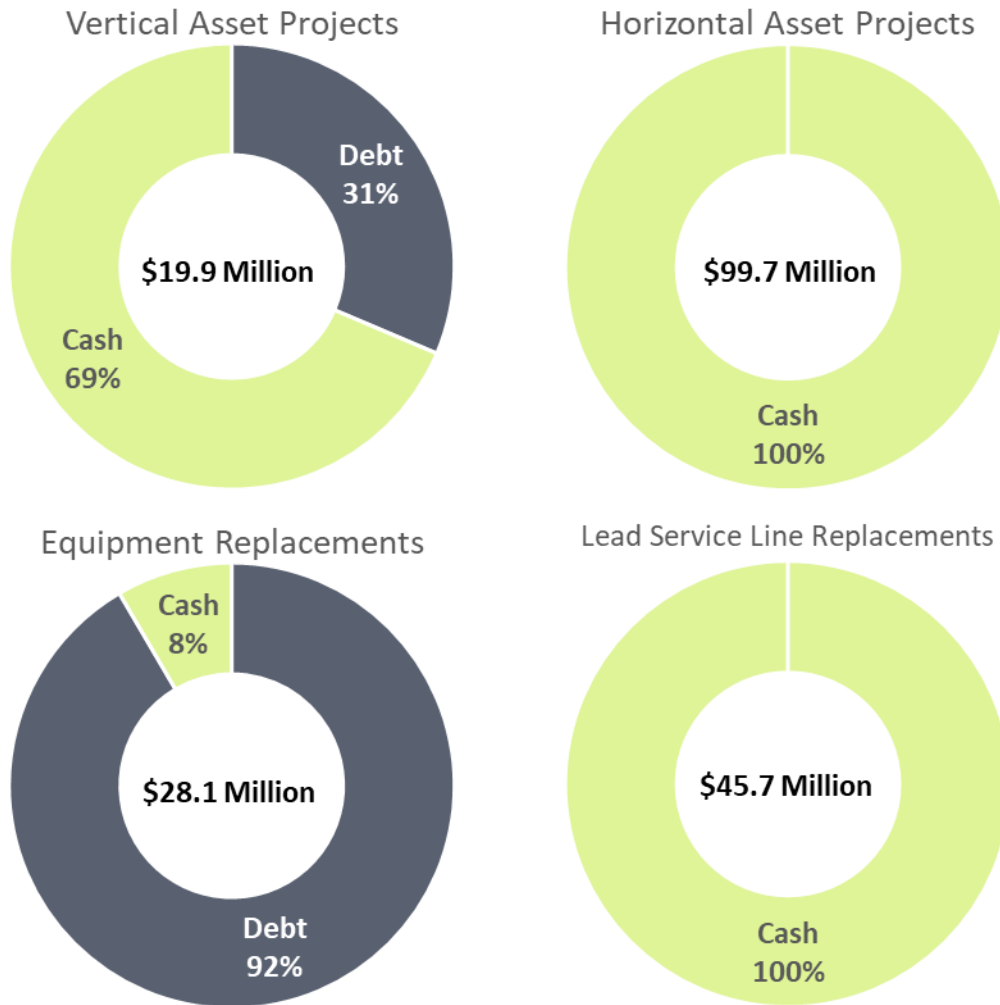


TABLE 4-3: 20-YEAR CAPITAL IMPROVEMENT SPENDING SUMMARY



The City has an extensive amount of proposed projects for the water fund. We are proposing that the projects listed in 2029/30-2030/31 be grouped into one bond issue, and projects listed in 2034/35 as well as 2039/40 be financed by bond issues. Grouping projects together and utilizing debt only when needed helps make more efficient use of the City’s funds as this helps reduce the amount of bond issuance costs that would be incurred if the City were to issue multiple smaller bond issues. Further detail on the methodology for determining the need to issue bonds is explained in section 6.1.

Debt Service

5.1 Debt Limitation

The City is subject to the State of Michigan debt limitation of 10% of State Equalized Value (SEV), however, Act 94 of 1933 allows communities to issue bonds secured by the revenues of the system and because the security is system revenues (as opposed to the City’s taxing ability) these bonds do not count towards the debt limit. Since the water fund is able to issue bonds under Act 94 of 1933, the 10% of SEV debt limit is not a concern related to the water fund utilizing debt to finance projects.

5.2 Current Debt Service

The City currently has one bond issue that the water fund is contributing to. The water fund is responsible for 44.03% of the 2018 Capital Improvement Bonds as is outlined in the table below.

TABLE 5-1: EXISTING DEBT SERVICE SCHEDULE

Fiscal Year	Debt Service
2020/21	\$632,864
2021/22	635,066
2022/23	620,537
2023/24	624,390
2024/25	616,135
2025/26	618,336
2026/27	619,437
2027/28	619,437
2028/29	618,336
2029/30	620,537
2030/31	619,217
2031/32	618,886
2032/33	619,437
Total Debt Service	\$8,082,614

Cash Flow

6.1 Methodology

The revenue needs to support operations, debt, and capital improvements while solving to cash balance. The City has an ideal cash balance they would like to maintain which leaves adjusting rates and capital improvements spending as the other two variables that can be adjusted. City officials determined that a consistent rate track with manageable annual inflationary increases was the best option for their customer base. Meeting these two requirements results in the City needing to issue two bond issues in order to complete the desired capital improvement plan.

6.2 Proposed/Potential Rates

The rate track demonstrates a three-step increase of 12% per year for the first three years followed by 4% per year through 2031/32. The table below demonstrates the proposed rates.

TABLE 6-1: PROPOSED RATES ADJUSTMENTS

Adjustment	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Inside City Customers						
Readiness charge rate* (daily)	\$ 0.25159	\$ 0.28178	\$ 0.31559	\$ 0.35346	\$ 0.36760	\$ 0.38230
Billing charge rate (per bill)	\$ 4.66	\$ 5.22	\$ 5.85	\$ 6.55	\$ 6.81	\$ 7.08
Commodity charge rate (per 100 cu.ft.)	\$ 3.33	\$ 3.73	\$ 4.18	\$ 4.68	\$ 4.87	\$ 5.06
Outside City Customers						
Readiness charge rate* (daily)	\$ 0.50318	\$ 0.56356	\$ 0.63119	\$ 0.70693	\$ 0.73521	\$ 0.76462
Billing charge rate (per bill)	\$ 9.32	\$ 10.44	\$ 11.70	\$ 13.10	\$ 13.62	\$ 14.16
Commodity charge rate (per 100 cu.ft.)	\$ 6.66	\$ 7.46	\$ 8.36	\$ 9.36	\$ 9.73	\$ 10.12
Blackman Township Customers						
Readiness charge rate* (daily)	\$ 0.40254	\$ 0.45085	\$ 0.50494	\$ 0.56553	\$ 0.58815	\$ 0.61168
Billing charge rate (per bill)	\$ 7.46	\$ 8.35	\$ 9.36	\$ 10.48	\$ 10.90	\$ 11.34
Commodity charge rate (per 100 cu.ft.)	\$ 4.16	\$ 4.66	\$ 5.23	\$ 5.86	\$ 6.09	\$ 6.33
Michigan Dept. of Corrections						
Readiness charge rate* (daily)	\$ 0.40254	\$ 0.45085	\$ 0.50494	\$ 0.56553	\$ 0.58815	\$ 0.61168
Billing charge rate (per bill)	\$ 7.46	\$ 8.35	\$ 9.36	\$ 10.48	\$ 10.90	\$ 11.34
Commodity charge rate (per 100 cu.ft.)	\$ 3.33	\$ 3.73	\$ 4.18	\$ 4.68	\$ 4.87	\$ 5.06
Summit Township Customers						
Readiness charge rate* (daily)	\$ 0.25159	\$ 0.28178	\$ 0.31559	\$ 0.35346	\$ 0.36760	\$ 0.38230
Billing charge rate (per bill)	\$ 4.66	\$ 5.22	\$ 5.85	\$ 6.55	\$ 6.81	\$ 7.08
Commodity charge rate (per 100 cu.ft.)	\$ 4.58	\$ 5.13	\$ 5.75	\$ 6.44	\$ 6.70	\$ 6.97
Leoni Township Customers						
Readiness charge rate* (daily)	\$ 0.44028	\$ 0.49312	\$ 0.55228	\$ 0.61855	\$ 0.64329	\$ 0.66902
Billing charge rate (per bill)	\$ 8.16	\$ 9.14	\$ 10.24	\$ 11.47	\$ 11.93	\$ 12.41
Commodity charge rate (per 100 cu.ft.)	\$ 5.83	\$ 6.53	\$ 7.32	\$ 8.20	\$ 8.53	\$ 8.87
Unmetered Fire Line Services						
Readiness charge rate** (yearly)	\$ 34.68	\$ 38.84	\$ 43.50	\$ 48.72	\$ 50.67	\$ 52.70

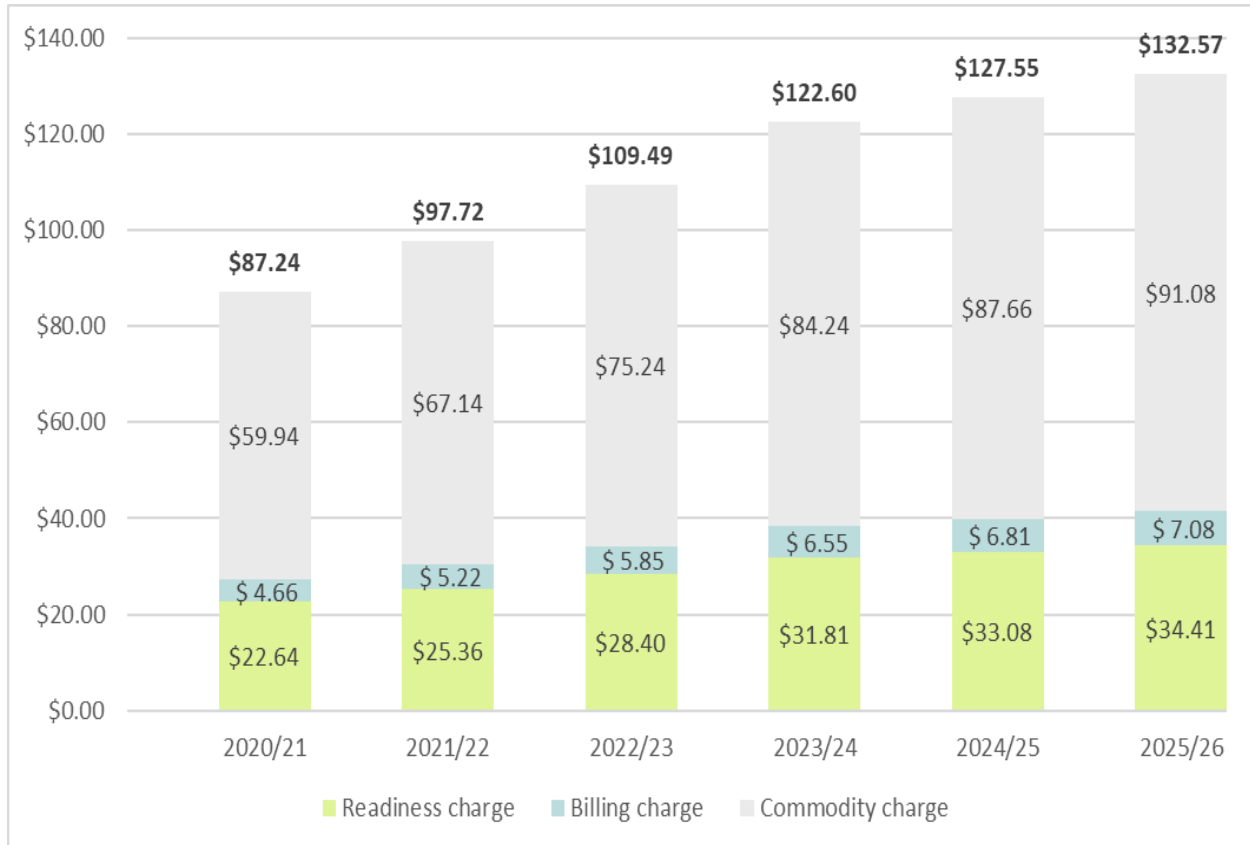
*5/8" meter size readiness charge

**2" or smaller service size readiness charge

6.3 Rate Impact Summary

The proposed rate track results in approximately an \$11.75 increase to a typical homeowner’s quarterly bill per year (assuming 1,800 cubic feet of usage per quarter) for the first three years followed by around a \$6.00 increase to a typical homeowners quarterly bill per year (assuming 1,800 cubic feet of usage per quarter).


TABLE 6-2: TYPICAL INSIDE CITY HOMEOWNER QUARTERLY BILL



The table below illustrates the impact of the first 12% rate increase on typical homeowner's quarterly bill based on different locations. A typical homeowner is assumed to use 1,800 cubic feet per quarter.

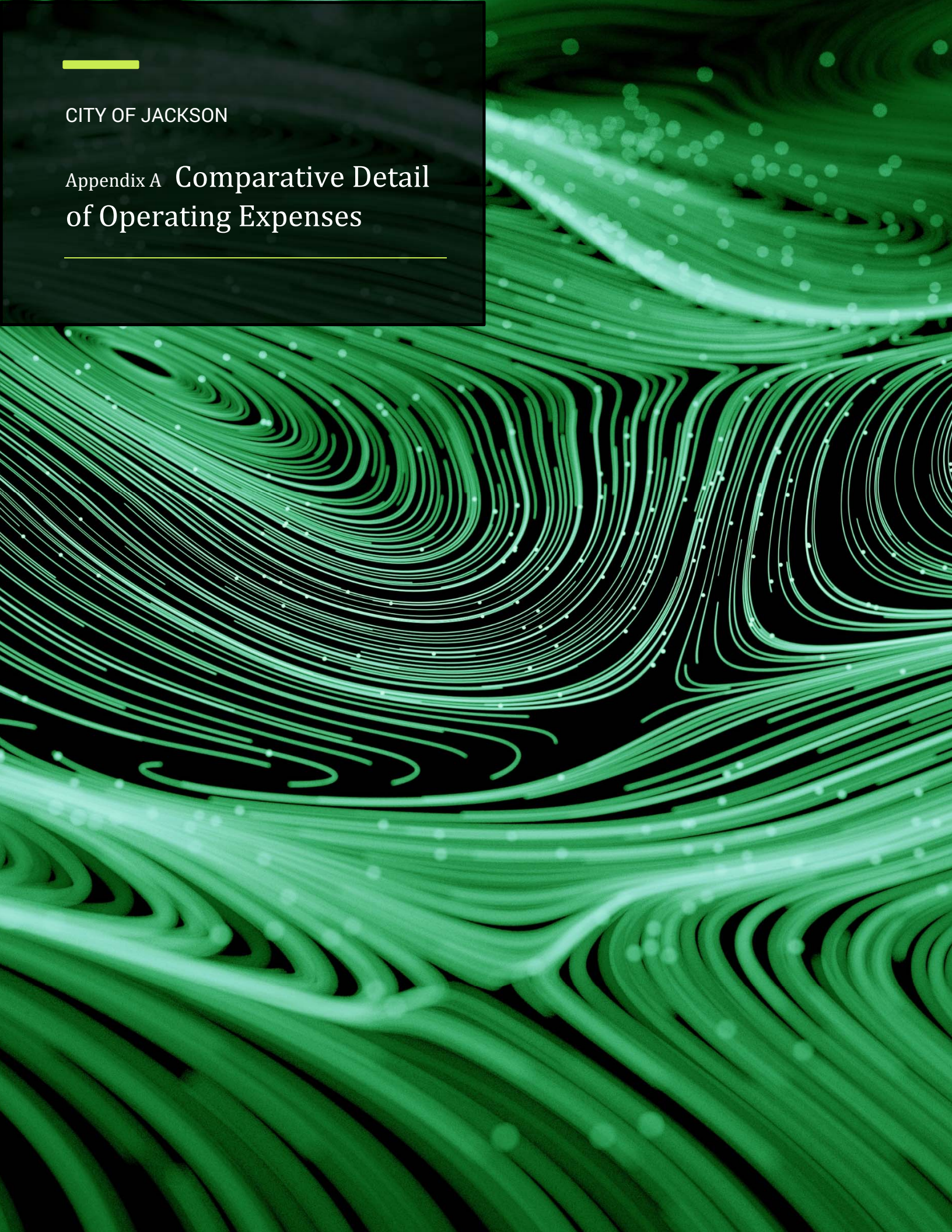
TABLE 6-3: TYPICAL HOMEOWNER QUARTERLY BILL BY LOCATIONS





CITY OF JACKSON

Appendix A Comparative Detail
of Operating Expenses



CITY OF JACKSON (MICHIGAN) WATER FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Operating Expenses							
Dept 556 Administrative & General							
Personal Services:							
591-556-000-702.000	Termination Pay	\$3,890	-	\$244	-	-	0.00%
591-556-000-703.000	Salaries and Wages	120,273	\$92,395	132,792	\$105,404	\$105,404	3.00%
591-556-000-707.000	Wages-Temporary	4,743	3,180	2,808	10,200	10,200	3.00%
591-556-000-708.000	Unemployment Comp.	14	14	16	16	16	3.00%
591-556-000-709.000	Employers FICA	9,254	9,392	9,945	9,146	9,146	3.00%
591-556-000-713.000	Overtime	5,721	2,914	6,667	3,200	3,200	3.00%
591-556-000-715.000	Pension-General	11,027	10,971	14,288	10,960	10,960	3.00%
591-556-000-716.000	Pension-MERS DC	208	395	331	399	399	3.00%
591-556-000-718.000	Health Insurance	42,546	38,430	29,421	28,261	28,261	3.00%
591-556-000-723.000	Health - MERS HSA	309	549	499	648	648	3.00%
591-556-000-724.000	Workers Compensation	98	38	75	32	32	3.00%
591-556-000-725.000	Other Fringe Benefits	2,922	2,155	829	2,035	2,035	3.00%
Material and Supplies							
591-556-000-752.000	Operating Supplies	6,249	7,261	22,770	13,054	13,054	2.00%
591-556-000-755.000	Gasoline	4,632	5,683	4,713	5,350	5,350	2.00%
591-556-000-776.000	Laundry	215	-	155	600	600	2.00%
Contractual and Other							
591-556-000-723.001	Health Insurance-Retirees	10,660	10,010	10,722	14,548	14,548	2.00%
591-556-000-808.000	Audit Fees	3,085	2,084	3,868	4,061	4,061	2.00%
591-556-000-818.000	Contractual Services	9,750	12,905	14,635	20,000	20,000	2.00%
591-556-000-849.000	Radio Maintenance	1,859	2,188	2,875	4,200	4,200	2.00%
591-556-000-853.000	Telephone	1,267	1,376	1,771	1,500	1,500	2.00%
591-556-000-880.000	Community Promotion	217,125	221,059	177,829	57,500	57,500	2.00%
591-556-000-900.000	Printing & Publishing	4,325	7,063	9,237	8,560	8,560	2.00%
591-556-000-910.000	Education & Training	657	3,832	483	3,850	3,850	2.00%
591-556-000-913.000	Travel	80	97	1,384	2,750	2,750	2.00%
591-556-000-915.000	Memberships and Dues	3,444	5,505	3,906	6,050	6,050	2.00%
591-556-000-920.000	Utilities-Electricity	-	-	-	1,000	1,000	2.00%
591-556-000-921.000	Utilities-Gas	-	-	-	500	500	2.00%
591-556-000-930.000	Building Maintenance	-	-	-	500	500	2.00%
591-556-000-931.002	Office Equipment Maint.	343	343	343	800	800	2.00%
591-556-000-935.000	Insurance	75,366	77,720	80,320	85,482	85,482	2.00%
591-556-000-935.001	Insurance-Deductible	-	-	-	10,000	10,000	2.00%
591-556-000-939.000	Vehicle Maintenance	3,648	-	-	-	-	0.00%
591-556-000-961.101	Admin.-General Fund	270,519	249,856	311,490	297,632	297,632	2.00%
591-556-000-962.000	Uncollectible Accounts	(22,764)	45,148	(6,422)	15,000	15,000	2.00%
591-556-000-963.999	Purchase Card Clearing	-	-	616	-	-	0.00%
591-556-000-995.386	Cont.-2018 Cap. Imp. D/S Fd.	-	-	-	- [1]	-	2.00%
591-556-000-995.402	Cont.-Water Equip. & Rep. Fd.	-	-	-	- [1]	-	2.00%
Capital Outlay:							
591-556-000-968.000	Depreciation	-	-	-	- [2]	-	2.00%
Total Dept 556 Expenses		791,465	812,563	838,610	723,238	723,238	
Dept 558 Billing & Collection							
Personal Services:							
591-558-000-702.000	Termination Pay	-	-	2,922	-	-	0.00%
591-558-000-703.000	Salaries and Wages	201,958	242,649	247,113	333,483	166,742	3.00%
591-558-000-707.000	Wages-Temporary	30,858	16,704	12,600	16,068	8,034	3.00%
591-558-000-708.000	Unemployment Comp.	258	749	987	48	24	3.00%
591-558-000-709.000	Employers FICA	16,838	18,541	18,664	27,550	13,775	3.00%
591-558-000-713.000	Overtime	3,594	1,396	1,962	10,000	5,000	3.00%
591-558-000-715.000	Pension-General	19,621	23,004	28,888	41,915	20,958	3.00%
591-558-000-716.000	Pension-MERS DC	3,775	4,900	4,492	6,027	3,014	3.00%
591-558-000-716.001	Retirement-Contractual	1,155	2,207	1,156	-	-	3.00%
591-558-000-718.000	Health Insurance	62,106	59,061	51,745	101,648	50,824	3.00%
591-558-000-723.000	Health - MERS HSA	6,229	7,320	6,731	9,250	4,625	3.00%
591-558-000-724.000	Workers Compensation	520	150	151	117	59	3.00%
591-558-000-725.000	Other Fringe Benefits	2,107	4,357	2,676	8,726	4,363	3.00%
591-558-000-752.000	Office Supplies	6,775	7,181	6,767	17,730	8,865	2.00%

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		-----Per Client-----					
Dept 558 Billing & Collection (Continued)							
Contractual and Other:						[3]	
591-558-000-723.001	Health Insurance-Retirees	20,627	16,450	14,885	22,483	11,242	3.00%
591-558-000-808.000	Audit Fees	3,085	2,084	3,868	4,138	2,069	2.00%
591-558-000-810.000	EPAY Costs	4,706	4,819	4,911	5,517	2,759	2.00%
591-558-000-818.000	Contractual Services	7,411	6,565	6,678	9,807	4,904	2.00%
591-558-000-851.000	Postage	22,580	27,500	26,422	32,000	16,000	2.00%
591-558-000-853.000	Telephone	2,043	2,284	1,689	3,000	1,500	2.00%
591-558-000-900.000	Printing & Publishing	2,391	225	3,811	2,140	1,070	2.00%
591-558-000-908.002	Residency Allowance	3,600	3,600	3,600	3,600	1,800	2.00%
591-558-000-910.000	Education & Training	134	208	60	4,000	2,000	2.00%
591-558-000-913.000	Travel	110	4	53	500	250	2.00%
591-558-000-915.000	Memberships & Dues	475	488	400	500	250	2.00%
591-558-000-931.002	Office Equipment Maintenance	5,511	5,236	6,221	6,068	3,034	2.00%
591-558-000-935.000	Insurance	7,391	7,629	7,901	8,454	4,227	2.00%
591-558-000-945.000	Office Equipment Rental	-	-	-	500	250	2.00%
591-558-000-961.101	Admin.-General Fund	40,422	37,335	46,544	44,473	22,237	2.00%
591-558-000-962.000	Uncollectible Accounts	-	-	-	5,000	2,500	2.00%
Capital Outlay:						[3]	
591-558-000-971.011	City Hall Improvements	-	-	-	50,000	25,000	2.00%
591-558-000-980.001	Office Equipment	793	-	12,571	13,000	6,500	2.00%
591-558-000-984.000	Software	-	862	-	1,000	500	2.00%
Total Dept 558 Expenses		477,073	503,508	526,468	788,742	394,371	
Dept 560 Transmission & Distribution							
Personal Services:							
591-560-000-702.000	Termination Pay	-	432	342	-	-	3.00%
591-560-000-703.000	Salaries and Wages	376,707	376,245	393,763	502,496	502,496	3.00%
591-560-000-707.000	Wages-Temporary	-	-	-	24,000	24,000	3.00%
591-560-000-708.000	Unemployment Comp.	43	42	34	63	63	3.00%
591-560-000-709.000	Employers FICA	27,924	28,143	28,517	45,000	45,000	3.00%
591-560-000-713.000	Overtime	7,912	9,146	9,678	58,636	58,636	3.00%
591-560-000-715.000	Pension-General	38,253	36,901	48,160	68,656	68,656	3.00%
591-560-000-716.000	Pension-MERS DC	2,690	3,242	3,379	5,240	5,240	3.00%
591-560-000-718.000	Health Insurance	63,269	56,395	74,258	118,904	118,904	3.00%
591-560-000-723.000	Health - MERS HSA	4,726	5,785	5,781	7,400	7,400	3.00%
591-560-000-724.000	Workers Compensation	4,606	2,662	2,756	2,625	2,625	3.00%
591-560-000-725.000	Other Fringe Benefits	4,395	3,140	2,169	9,403	9,403	3.00%
Material and Supplies:							
591-560-000-756.000	Operating Supplies	20,886	24,920	22,921	36,637	36,637	2.00%
591-560-000-759.000	Gasoline	18,315	23,083	20,649	28,623	28,623	2.00%
591-560-000-773.000	Laundry	4,609	3,220	3,949	8,025	8,025	2.00%
591-560-000-774.000	Small Tools	884	1,834	4,619	8,587	8,587	2.00%
591-560-000-781.000	Construction Supplies	152,934	91,148	103,356	171,735	171,735	2.00%
Contractual and Other:							
591-560-000-723.001	Health Insurance-Retirees	25,665	13,066	6,789	17,250	17,250	3.00%
591-560-000-818.000	Contractual Services	127,790	210,217	229,375	165,000	165,000	2.00%
591-560-000-853.000	Telephone	2,396	2,725	3,011	4,000	4,000	2.00%
591-560-000-908.002	Residency Allowance	1,800	1,800	1,800	1,800	1,800	2.00%
591-560-000-910.000	Education & Training	1,605	3,631	9,571	8,800	8,800	2.00%
591-560-000-913.000	Travel	219	20	259	300	300	2.00%
591-560-000-918.000	Pavement Repairs	129,686	98,127	76,662	143,000	143,000	2.00%
591-560-000-920.000	Utilities-Electricity	4,166	4,417	1,307	4,400	4,400	2.00%
591-560-000-921.000	Utilities-Gas	520	627	495	3,300	3,300	2.00%
591-560-000-924.001	Utilities-Water	-	3	2	-	-	0.00%
591-560-000-930.000	Building Maintenance	503	992	17	4,000	4,000	2.00%
591-560-000-931.001	Equipment Maintenance	4	144	822	15,000	15,000	2.00%
591-560-000-932.000	Vehicle Maintenance	24,426	32,425	51,776	50,000	50,000	2.00%
591-560-000-943.000	Equipment Rental-MP	42,913	39,589	38,432	50,000	50,000	2.00%
591-560-000-961.641	Public Works O/H	21,349	45,076	48,589	50,000	50,000	2.00%
591-560-000-961.642	Engineering O/H	-	-	15,636	20,000	20,000	2.00%
Total Dept 560 Expenses		1,111,195	1,119,197	1,208,874	1,632,880	1,632,880	

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

	Fiscal Year Ended				Test Year	Multiplier
	6/30/2018	6/30/2019	6/30/2020	6/30/2021		
	(-----Per Client-----)					
Dept 560 Transmission & Distribution (Continued)						
Dept 564 Meter Maintenance						
Personal Services:						
591-564-000-702.000	Termination Pay	-	27,425	-	-	0.00%
591-564-000-703.000	Salaries and Wages	251,267	245,466	218,368	258,102	3.00%
591-564-000-707.000	Wages-Temporary	-	-	-	5,000	3.00%
591-564-000-708.000	Unemployment Comp.	29	30	23	36	3.00%
591-564-000-709.000	Employers FICA	17,969	20,290	16,146	21,580	3.00%
591-564-000-713.000	Overtime	4,514	5,850	3,045	16,000	3.00%
591-564-000-715.000	Pension-General	25,487	21,168	17,275	33,633	3.00%
591-564-000-716.000	Pension-MERS DC	1,189	2,666	7,315	6,351	3.00%
591-564-000-718.000	Health Insurance	88,007	70,116	48,939	67,081	3.00%
591-564-000-723.000	Health - MERS HSA	2,352	4,172	5,690	7,400	3.00%
591-564-000-724.000	Workers Compensation	2,911	1,492	1,218	1,142	3.00%
591-564-000-725.000	Other Fringe Benefits	1,325	1,137	990	4,900	3.00%
Material and Supplies:						
591-564-000-752.000	Office Supplies	549	525	804	1,500	2.00%
591-564-000-756.000	Operating Supplies	7,385	9,614	3,150	8,000	2.00%
591-564-000-759.000	Gasoline	8,639	8,090	6,474	12,000	2.00%
591-564-000-773.000	Laundry	2,286	1,369	1,695	2,500	2.00%
591-564-000-774.000	Small Tools	689	729	5,371	3,000	2.00%
591-564-000-782.000	Materials	68,668	16,583	5,490	90,950	2.00%
Contractual and Other:						
591-564-000-723.001	Health Insurance-Retirees	35,492	34,489	53,093	57,245	3.00%
591-564-000-818.000	Contractual Services	15,383	15,615	13,634	35,000	2.00%
591-564-000-853.000	Telephone	2,971	5,437	5,336	6,527	2.00%
591-564-000-908.002	Residency Allowance	3,600	3,600	3,600	3,600	2.00%
591-564-000-910.000	Education & Training	535	1,211	863	10,000	2.00%
591-564-000-913.000	Travel	397	-	-	100	2.00%
591-564-000-915.000	Memberships & Dues	187	-	-	1,500	2.00%
591-564-000-920.000	Utilities-Electricity	4,173	3,689	1,327	4,100	2.00%
591-564-000-921.000	Utilities-Gas	521	627	495	1,000	2.00%
591-564-000-924.001	Utilities-Water	-	3	2	-	0.00%
591-564-000-930.000	Building Maintenance	277	717	297	2,500	2.00%
591-564-000-931.001	Equipment Maintenance	-	319	-	2,500	2.00%
591-564-000-932.000	Vehicle Maintenance	6,253	6,526	9,247	15,000	2.00%
591-564-000-943.000	Equipment Rental - Motor Pool	-	101	528	500	2.00%
591-564-000-961.641	Public Works O/H	931	1,685	3,478	3,800	2.00%
	Total Dept 564 Expenses	553,986	510,741	433,893	682,547	
Dept 565 Water Treatment Plant & Pumping						
Personal Services:						
591-565-000-702.000	Termination Pay	40,424	14,253	556	-	0.00%
591-565-000-703.000	Salaries and Wages	617,457	634,051	617,803	744,081	3.00%
591-565-000-707.000	Wages-Temporary	-	770	3,836	20,000	3.00%
591-565-000-708.000	Unemployment Comp.	60	69	59	75	3.00%
591-565-000-709.000	Employers FICA	53,193	53,605	51,655	67,503	3.00%
591-565-000-713.000	Overtime	78,429	92,230	90,028	116,500	3.00%
591-565-000-715.000	Pension-General	65,665	62,141	74,480	100,884	3.00%
591-565-000-716.000	Pension-MERS DC	343	5,141	8,444	11,646	3.00%
591-565-000-716.001	Retirement - Contractual	-	4,171	5,363	9,579	3.00%
591-565-000-718.000	Health Insurance	136,481	150,661	119,284	162,278	3.00%
591-565-000-723.000	Health - MERS HSA	640	6,447	9,801	10,175	3.00%
591-565-000-724.000	Workers Compensation	7,096	2,933	2,803	3,701	3.00%
591-565-000-725.000	Other Fringe Benefits	6,068	5,328	2,683	11,849	3.00%
Material and Supplies:						
591-565-000-753.001	Chemicals-Fluoride	21,288	7,891	9,308	13,027	2.00%
591-565-000-753.002	Chemicals-Lime	401,940	466,011	475,293	544,294	2.00%
591-565-000-753.003	Chemicals-Soda Ash	39,522	62,255	39,572	60,930	2.00%
591-565-000-753.004	Chemicals-Caustic Soda	32,565	97,197	40,151	124,857	2.00%
591-565-000-753.007	Chemicals-Phosphate	25,134	25,074	26,563	31,303	2.00%
591-565-000-753.008	Chemicals-Calcium Hypochlorite	-	3,289	3,560	-	0.00%
591-565-000-753.009	Chemicals-Chlorine	17,370	16,190	17,469	24,533	2.00%
591-565-000-753.010	Ferric Chloride	20,608	14,293	25,558	24,519	2.00%

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund

	Fiscal Year Ended				Test Year	Multiplier
	6/30/2018	6/30/2019	6/30/2020	6/30/2021		
	-----Per Client-----					
Dept 565 Water Treatment Plant & Pumping (Continued)						
Material and Supplies (Continued):						
591-565-000-755.000	Safety Supplies	175	180	178	-	0.00%
591-565-000-756.000	Operating Supplies	2,220	3,590	2,356	3,750	2.00%
591-565-000-758.000	Diesel Fuel	-	-	87	5,155	2.00%
591-565-000-759.000	Gasoline	2,754	3,598	3,848	7,078	2.00%
591-565-000-763.000	Laboratory Supplies	34,696	30,641	28,491	39,400	2.00%
591-565-000-773.000	Laundry	5,497	5,316	5,728	8,400	2.00%
591-565-000-774.000	Small Tools	683	1,760	1,009	3,500	2.00%
591-565-000-776.000	Custodial Supplies	3,385	4,367	4,270	3,675	2.00%
591-565-000-778.000	Equipment Maint. Supplies	31,039	63,136	62,296	105,495	2.00%
Contractual and Other:						
591-565-000-723.001	Health Insurance-Retirees	10,789	8,463	10,135	11,673	3.00%
591-565-000-818.000	Contractual Services	658,078	639,018	563,353	1,452,488	2.00%
591-565-000-818.001	Cont.Service-Well Field	5,359	-	-	10,000	2.00%
591-565-000-818.003	Cont.Service-Pumping Station	-	-	-	5,500	2.00%
591-565-000-853.000	Telephone	4,502	4,839	4,800	4,650	2.00%
591-565-000-908.002	Residency Allowance	1,800	1,800	1,800	1,800	2.00%
591-565-000-910.000	Education & Training	3,235	6,638	5,557	9,230	2.00%
591-565-000-913.000	Travel	-	61	2,164	3,600	2.00%
591-565-000-915.000	Memberships and Dues	-	850	875	400	2.00%
591-565-000-920.000	Utilities-Electricity	499,077	516,981	473,552	567,789	2.00%
591-565-000-921.000	Utilities-Gas	32,251	30,520	24,458	34,125	2.00%
591-565-000-924.001	Utilities-Water	6,226	8,605	8,140	10,000	2.00%
591-565-000-930.000	Building Maintenance	-	-	-	4,682	2.00%
591-565-000-932.000	Vehicle Maintenance	11,759	5,888	3,778	15,000	2.00%
591-565-000-940.000	Rentals	-	-	-	5,000	2.00%
591-565-000-943.000	Equipment Rental - MP	24	781	2,965	-	0.00%
591-565-000-961.641	Public Works Overhead	-	12	1,953	-	0.00%
591-565-000-961.642	Engineering Overhead	24	-	-	-	0.00%
	Total Dept 565 Expenses	2,877,856	3,061,044	2,836,064	4,394,124	
	Total Water Plant Operations Expenses	\$5,811,575	\$6,007,053	\$5,843,908	\$8,221,531	\$7,574,672

[1] These expenses are removed from this section of the report as they are transferred to the funds shown on the other pages.

[2] Depreciation is removed from this report as this study is performed on the cash basis.

[3] 50% of Billing and Collection department expenses are covered by Sewer fund.

CITY OF JACKSON (MICHIGAN) WATER FUND

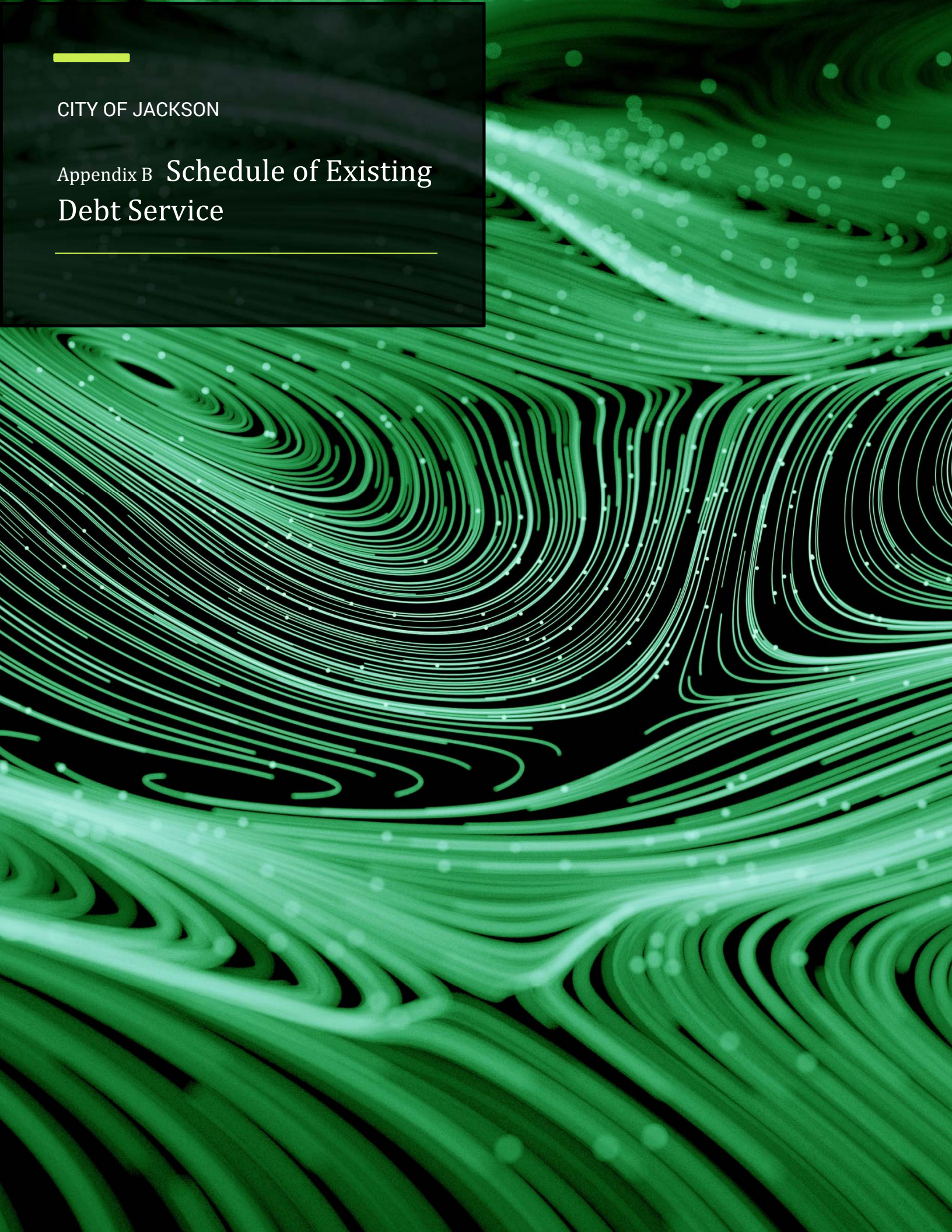
COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 402 Water Equipment & Replacement Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Operating Expenses							
Dept 458 New Water Main Construction							
Personal Services:							
402-458-000-703.000	Salaries and Wages	\$72,400	\$70,300	\$70,517	\$79,154	\$79,154	3.00%
402-458-000-707.000	Wages-Temporary	3,204	-	-	-	-	0.00%
402-458-000-708.000	Unemployment	6	3	3	8	8	3.00%
402-458-000-709.000	Employers FICA	5,451	4,959	5,043	6,055	6,055	3.00%
402-458-000-713.000	Overtime	651	87	43	-	-	0.00%
402-458-000-715.000	Pension-General	7,437	6,801	8,704	9,831	9,831	3.00%
402-458-000-715.000	Pension-MERS DC	-	-	-	263	263	3.00%
402-458-000-718.000	Health Insurance	16,233	13,414	12,475	11,230	11,230	3.00%
402-458-000-723.000	Health - MERS H.S.A.	-	-	-	272	272	3.00%
402-458-000-724.000	Workers Compensation	510	204	207	219	219	3.00%
402-458-000-725.000	Other Fringe Benefits	1,525	855	393	961	961	3.00%
Material and Supplies:							
402-458-000-782.000	Materials	2,360	40	944	600	600	2.00%
Contractual and Other:							
402-458-000-818.000	Contractual Services	2,628,184	1,768,143	1,443,682	2,855,151	2,855,151	2.00%
402-458-000-943.000	Equipment Rental - MP	119	-	-	2,000	2,000	2.00%
402-458-000-961.641	PW Overhead	-	-	-	600	600	2.00%
402-458-000-961.642	ENG Overhead	62,096	59,885	60,761	63,323	63,323	2.00%
Contractual and Other:							
402-458-000-984.000	Software	-	-	5,875	5,875	5,875	2.00%
Total Dept 458 Expenses		<u>2,800,176</u>	<u>1,924,691</u>	<u>1,608,648</u>	<u>3,035,542</u>	<u>3,035,542</u>	
Dept 591 Capital Assets - Other							
Capital Outlay:							
402-591-000-975.000	Building Additions	6,891	11,386	2,000	142,700	142,700	2.00%
402-591-000-975.075	DPW WTP/WWTP Bldgs.	2,620	73,267	1,865,555	-	-	0.00%
402-591-000-980.001	Office Equipment	-	2,192	3,090	7,240	7,240	2.00%
402-591-000-981.000	Vehicles/Enterprise Lease	-	110,457	11,333	54,518	54,518	2.00%
402-591-000-984.003	GIS Projects	1,000	1,000	1,000	13,500	13,500	2.00%
402-591-000-985.000	Machinery & Equipment	3,700	877,544	198,808	254,092	254,092	2.00%
402-591-000-985.001	Meters	312,379	338,758	266,823	529,000	400,000	2.00%
402-591-000-985.002	Wellfield	57,054	-	78,095	85,770	85,770	2.00%
402-591-000-985.003	Pumping Station	-	-	-	7,000	7,000	2.00%
402-591-000-985.004	Storage Tanks	-	-	-	500	500	2.00%
402-591-000-985.005	Engineering	220,396	143,770	208,447	190,500	190,500	2.00%
402-591-000-985.006	Treatment Plant	1,068,039	1,208,178	429,292	1,518,626	-	0.00%
402-591-000-985.010	Well Abandonment Program	-	-	-	10,000	10,000	2.00%
402-591-000-985.011	Wellhead Protection Prog.	-	-	-	20,000	20,000	2.00%
402-591-000-985.012	Cross Connection Program	44,376	44,376	41,118	45,130	45,130	2.00%
Total Dept 591 Expenses		<u>1,716,455</u>	<u>2,810,928</u>	<u>3,105,561</u>	<u>2,878,576</u>	<u>1,230,950</u>	
Total Water Equipment & Replacement Expenses		<u>\$4,516,631</u>	<u>\$4,735,619</u>	<u>\$4,714,208</u>	<u>\$5,914,118</u>	<u>\$4,266,492</u>	

CITY OF JACKSON

Appendix B Schedule of Existing
Debt Service



CITY OF JACKSON (MICHIGAN) WATER FUND

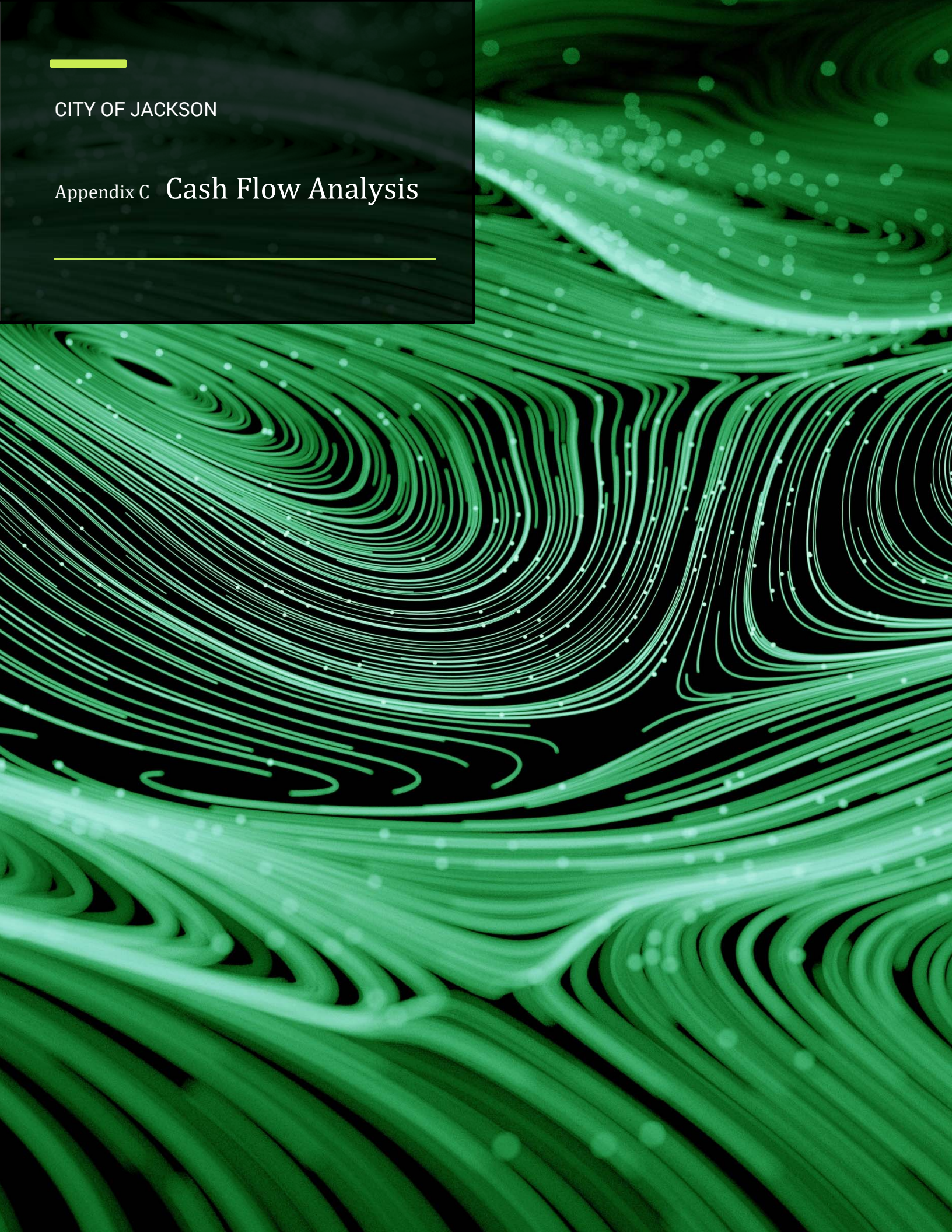
**SCHEDULE OF AMORTIZATION OF \$5,861,976 PRINCIPAL AMOUNT OUTSTANDING
OF 2018 CAPITAL IMPROVEMENT BONDS - WATER FUND PORTION**

Payment Date	Principal Balance (In Dollars)	Interest Rate (%)	Debt Service			Fiscal Year Total
			Principal *	Interest	Total	
-----In Dollars-----						
12/01/20	\$5,861,976			\$140,330.80	\$140,330.80	
06/01/21	5,861,976	2.500	\$352,203	140,330.80	492,533.61	\$632,864.41
12/01/21	5,509,773			135,928.26	135,928.26	
06/01/22	5,509,773	4.000	363,209	135,928.26	499,137.41	635,065.67
12/01/22	5,146,564			128,664.08	128,664.08	
06/01/23	5,146,564	5.000	363,209	128,664.08	491,873.23	620,537.31
12/01/23	4,783,354			119,583.85	119,583.85	
06/01/24	4,783,354	5.000	385,222	119,583.85	504,805.67	624,389.52
12/01/24	4,398,133			109,953.30	109,953.30	
06/01/25	4,398,133	5.000	396,228	109,953.30	506,181.46	616,134.76
12/01/25	4,001,904			100,047.60	100,047.60	
06/01/26	4,001,904	5.000	418,241	100,047.60	518,288.44	618,336.04
12/01/26	3,583,664			89,591.58	89,591.58	
06/01/27	3,583,664	5.000	440,254	89,591.58	529,845.09	619,436.67
12/01/27	3,143,410			78,585.24	78,585.24	
06/01/28	3,143,410	5.000	462,266	78,585.24	540,851.43	619,436.67
12/01/28	2,681,144			67,028.59	67,028.59	
06/01/29	2,681,144	5.000	484,279	67,028.59	551,307.46	618,336.05
12/01/29	2,196,865			54,921.62	54,921.62	
06/01/30	2,196,865	5.000	510,694	54,921.62	565,615.70	620,537.32
12/01/30	1,686,171			42,154.27	42,154.27	
06/01/31	1,686,171	5.000	534,908	42,154.27	577,062.29	619,216.56
12/01/31	1,151,263			28,781.57	28,781.57	
06/01/32	1,151,263	5.000	561,323	28,781.57	590,104.80	618,886.37
12/01/32	589,940			14,748.49	14,748.49	
06/01/33	589,940	5.000	589,940	14,748.49	604,688.20	619,436.69
	Totals		<u>\$5,861,976</u>	<u>\$2,220,638.50</u>	<u>\$8,082,614.04</u>	<u>\$8,082,614.04</u>

*Water fund is responsible for 44.03% of the 2018 Capital Improvement Bonds.

CITY OF JACKSON

Appendix C Cash Flow Analysis



CITY OF JACKSON (MICHIGAN) WATER FUND

CASH FLOW ANALYSIS

	<u>2020/21</u>	<u>Increases Per Year</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>Increases Per Year</u>	<u>2024/25</u>
Assumptions							
Inside city meter equivalents	16,120		16,120	16,120	16,120		16,120
Inside city readiness charge rate (daily)	\$0.25159	12.00%	\$0.28178	\$0.31559	\$0.35346	4.00%	\$0.36760
Inside city bills number (yearly)	54,532		54,532	54,532	54,532		54,532
Inside city billing charge rate (per bill)	\$4.66	12.00%	\$5.22	\$5.85	\$6.55	4.00%	\$6.81
Inside city commodity usage (yearly in 100 cu.ft.)	1,884,199		1,373,868	1,373,868	1,373,868		1,373,868
Inside city commodity charge rate (per 100 cu.ft.)	\$3.33	12.00%	\$3.73	\$4.18	\$4.68	4.00%	\$4.87
Outside city meter equivalents	153		153	153	153		153
Outside city readiness charge rate (daily)	\$0.50318	12.00%	\$0.56356	\$0.63119	\$0.70693	4.00%	\$0.73521
Outside city bills number (yearly)	677		677	677	677		677
Outside city billing charge rate (per bill)	\$9.32	12.00%	\$10.44	\$11.70	\$13.10	4.00%	\$13.62
Outside city commodity usage (yearly in 100 cu.ft.)	12,294		12,294	12,294	12,294		12,294
Outside city commodity charge rate (per 100 cu.ft.)	\$6.66	12.00%	\$7.46	\$8.36	\$9.36	4.00%	\$9.73
Blackman Township meter equivalents	5,385		5,385	5,385	5,385		5,385
Blackman Township readiness charge rate (daily)	\$0.40254	12.00%	\$0.45085	\$0.50494	\$0.56553	4.00%	\$0.58815
Blackman Township bills number (yearly)	15,480		15,480	15,480	15,480		15,480
Blackman Township billing charge rate (per bill)	\$7.46	12.00%	\$8.35	\$9.36	\$10.48	4.00%	\$10.90
Blackman Township commodity usage (yearly in 100 cu.ft.)	573,735		573,735	573,735	573,735		573,735
Blackman Township commodity charge rate (per 100 cu.ft.)	\$4.16	12.00%	\$4.66	\$5.23	\$5.86	4.00%	\$6.09
Correction facility commodity usage (yearly in 100 cu.ft.)	281,600		281,600	281,600	281,600		281,600
Correction facility commodity charge rate (per 100 cu.ft.)	\$3.33	12.00%	\$3.73	\$4.18	\$4.68	4.00%	\$4.87
Summit Township meter equivalents	185		185	185	185		185
Summit Township readiness charge rate (daily)	\$0.25159	12.00%	\$0.28178	\$0.31559	\$0.35346	4.00%	\$0.36760
Summit Township bills number (yearly)	24		24	24	24		24
Summit Township billing charge rate (per bill)	\$4.66	12.00%	\$5.22	\$5.85	\$6.55	4.00%	\$6.81
Summit Township commodity usage (yearly in 100 cu.ft.)	10,709		10,709	10,709	10,709		10,709
Summit Township commodity charge rate (per 100 cu.ft.)	\$4.58	12.00%	\$5.13	\$5.75	\$6.44	4.00%	\$6.70
Leoni Township meter equivalents	103		103	103	103		103
Leoni Township readiness charge rate (daily)	\$0.44028	12.00%	\$0.49312	\$0.55228	\$0.61855	4.00%	\$0.64329
Leoni Township bills number (yearly)	162		162	162	162		162
Leoni Township billing charge rate (per bill)	\$8.16	12.00%	\$9.14	\$10.24	\$11.47	4.00%	\$11.93
Leoni Township commodity usage (yearly in 100 cu.ft.)	2,080		2,080	2,080	2,080		2,080
Leoni Township commodity charge rate (per 100 cu.ft.)	\$5.83	12.00%	\$6.53	\$7.32	\$8.20	4.00%	\$8.53
Fire line services meter equivalents	975		975	975	975		975
Fire line services readiness charge rate (yearly)	\$34.68	12.00%	\$38.84	\$43.50	\$48.72	4.00%	\$50.67
<i>Typical City homeowner's quarterly bill (assumes 1,800 cf/quarter)</i>	<i>\$87.24</i>		<i>\$97.72</i>	<i>\$109.49</i>	<i>\$122.60</i>		<i>\$127.55</i>
Revenue							
Inside city readiness charge revenue	\$1,460,043		\$1,635,243	\$1,831,451	\$2,051,221		\$2,133,279
Inside city billing charge revenue	254,119		284,657	319,012	357,185		371,363
Inside city commodity charge revenue	6,274,383		5,124,527	5,742,767	6,429,701		6,690,736
Outside city readiness charge revenue	27,714		31,040	34,765	38,936		40,494
Outside city billing charge revenue	6,310		7,068	7,921	8,869		9,221
Outside city commodity charge revenue	81,878		91,713	102,778	115,072		119,621
Blackman Township readiness charge revenue	780,416		874,076	978,942	1,096,410		1,140,264
Blackman Township billing charge revenue	115,481		129,258	144,893	162,230		168,732
Blackman Township commodity charge revenue	2,386,738		2,673,605	3,000,634	3,362,087		3,494,046
Correction facility commodity charge revenue	937,728		1,050,368	1,177,088	1,317,888		1,371,392
Summit Township readiness charge revenue	16,755		18,766	21,017	23,539		24,481
Summit Township billing charge revenue	112		125	140	157		163
Summit Township commodity charge revenue	49,047		54,937	61,577	68,966		71,750
Leoni Township readiness charge revenue	16,325		18,284	20,478	22,935		23,852
Leoni Township billing charge revenue	1,322		1,481	1,659	1,858		1,933
Leoni Township commodity charge revenue	12,126		13,582	15,226	17,056		17,742
Fire line services readiness charge revenue	33,814		37,870	42,414	47,504		49,405
Blackman Township Refunds	(335,961)		(376,250)	(421,438)	(471,990)		(490,874)
Other revenue	281,311		281,311	281,311	281,311		281,311
Total revenue	12,399,660		11,951,662	13,362,635	14,930,935		15,518,912
Less: Total operating expenditures - Fund 591 [1]	(7,827,160)		(7,619,876)	(7,803,865)	(7,992,480)		(8,185,844)
Cash funded water equipment and replacement expense - Fund 402	(5,914,118)		(4,352,902)	(4,441,072)	(4,531,039)		(4,622,840)
Net operating revenue	(1,341,618)		(21,116)	1,117,699	2,407,416		2,710,228
Less: Current debt service payments	(632,864)		(635,066)	(620,537)	(624,390)		(616,135)
Estimated cash funded lead service line replacement [2]	-		-	-	(2,100,331)		(2,163,340)
Estimated cash funded vertical CIP	-		(1,287,500)	(500,000)	(1,092,727)		(500,000)
Estimated cash funded equipment replacement	-		(317,652)	(1,724,917)	-		(177,830)
Estimated debt service #1 2029/30 bonds [3]	-		-	-	-		-
Estimated debt service #2 2034/35 bonds [4]	-		-	-	-		-
Estimated debt service #3 2039/40 bonds [5]	-		-	-	-		-
Net cash flow	(\$1,974,482)		(\$2,261,334)	(\$1,727,756)	(\$1,410,031)		(\$747,078)
<i>Cash & investments</i>	<i>\$16,628,604</i>	<i>\$14,654,121</i>	<i>\$12,392,788</i>	<i>\$10,665,032</i>	<i>\$9,255,000</i>		<i>\$8,507,923</i>

[1] Fund 591 operating expenses exclude the contribution to other funds.

[2] Assumes annual program costs of \$1,979,763 in 2020/21 with 3% annual inflationary cost increases.

[3] Estimated debt service payments based on a \$5,050,000 15-year open market bond issue at current market rates. This includes equipment replacement in 2029/30 and vertical CIP project in 2030/31.

[4] Estimated debt service payments based on a \$6,695,000 15-year open market bond issue at current market rates. This includes vertical CIP project and equipment replacement in 2034/35.

[5] Estimated debt service payments based on a \$20,265,000 15-year open market bond issue at current market rates. This includes vertical CIP project and equipment replacement in 2039/40.

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

CASH FLOW ANALYSIS

	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31		2031/32
							Increases	
							Per Year	
Assumptions								
Inside city meter equivalents	16,120	16,120	16,120	16,120	16,120	16,120		16,120
Inside city readiness charge rate (daily)	\$0.38230	\$0.39759	\$0.41349	\$0.43003	\$0.44723	\$0.46512	2.00%	\$0.47442
Inside city bills number (yearly)	54,532	54,532	54,532	54,532	54,532	54,532		54,532
Inside city billing charge rate (per bill)	\$7.08	\$7.36	\$7.65	\$7.96	\$8.28	\$8.61	2.00%	\$8.78
Inside city commodity usage (yearly in 100 cu.ft.)	1,373,868	1,373,868	1,373,868	1,373,868	1,373,868	1,373,868		1,373,868
Inside city commodity charge rate (per 100 cu.ft.)	\$5.06	\$5.26	\$5.47	\$5.69	\$5.92	\$6.16	2.00%	\$6.28
Outside city meter equivalents	153	153	153	153	153	153		153
Outside city readiness charge rate (daily)	\$0.76462	\$0.79520	\$0.82701	\$0.86009	\$0.89449	\$0.93027	2.00%	\$0.94888
Outside city bills number (yearly)	677	677	677	677	677	677		677
Outside city billing charge rate (per bill)	\$14.16	\$14.73	\$15.32	\$15.93	\$16.57	\$17.23	2.00%	\$17.57
Outside city commodity usage (yearly in 100 cu.ft.)	12,294	12,294	12,294	12,294	12,294	12,294		12,294
Outside city commodity charge rate (per 100 cu.ft.)	\$10.12	\$10.52	\$10.94	\$11.38	\$11.84	\$12.31	2.00%	\$12.56
Blackman Township meter equivalents	5,385	5,385	5,385	5,385	5,385	5,385		5,385
Blackman Township readiness charge rate (daily)	\$0.61168	\$0.63615	\$0.66160	\$0.68806	\$0.71558	\$0.74420	2.00%	\$0.75908
Blackman Township bills number (yearly)	15,480	15,480	15,480	15,480	15,480	15,480		15,480
Blackman Township billing charge rate (per bill)	\$11.34	\$11.79	\$12.26	\$12.75	\$13.26	\$13.79	2.00%	\$14.07
Blackman Township commodity usage (yearly in 100 cu.ft.)	573,735	573,735	573,735	573,735	573,735	573,735		573,735
Blackman Township commodity charge rate (per 100 cu.ft.)	\$6.33	\$6.58	\$6.84	\$7.11	\$7.39	\$7.69	2.00%	\$7.84
Correction facility commodity usage (yearly in 100 cu.ft.)	281,600	281,600	281,600	281,600	281,600	281,600		281,600
Correction facility commodity charge rate (per 100 cu.ft.)	\$5.06	\$5.26	\$5.47	\$5.69	\$5.92	\$6.16	2.00%	\$6.28
Summit Township meter equivalents	185	185	185	185	185	185		185
Summit Township readiness charge rate (daily)	\$0.38230	\$0.39759	\$0.41349	\$0.43003	\$0.44723	\$0.46512	2.00%	\$0.47442
Summit Township bills number (yearly)	24	24	24	24	24	24		24
Summit Township billing charge rate (per bill)	\$7.08	\$7.36	\$7.65	\$7.96	\$8.28	\$8.61	2.00%	\$8.78
Summit Township commodity usage (yearly in 100 cu.ft.)	10,709	10,709	10,709	10,709	10,709	10,709		10,709
Summit Township commodity charge rate (per 100 cu.ft.)	\$6.97	\$7.25	\$7.54	\$7.84	\$8.15	\$8.48	2.00%	\$8.65
Leoni Township meter equivalents	103	103	103	103	103	103		103
Leoni Township readiness charge rate (daily)	\$0.66902	\$0.69578	\$0.72361	\$0.75255	\$0.78265	\$0.81396	2.00%	\$0.83024
Leoni Township bills number (yearly)	162	162	162	162	162	162		162
Leoni Township billing charge rate (per bill)	\$12.41	\$12.91	\$13.43	\$13.97	\$14.53	\$15.11	2.00%	\$15.41
Leoni Township commodity usage (yearly in 100 cu.ft.)	2,080	2,080	2,080	2,080	2,080	2,080		2,080
Leoni Township commodity charge rate (per 100 cu.ft.)	\$8.87	\$9.22	\$9.59	\$9.97	\$10.37	\$10.78	2.00%	\$11.00
Fire line services meter equivalents	975	975	975	975	975	975		975
Fire line services readiness charge rate (yearly)	\$52.70	\$54.81	\$57.00	\$59.28	\$61.65	\$64.12	2.00%	\$65.40
Typical City homeowner's quarterly bill (assumes 1,800 cf/quarter)	\$132.57	\$137.82						
Revenue								
Inside city readiness charge revenue	\$2,218,587	\$2,307,319	\$2,399,591	\$2,495,577	\$2,595,393	\$2,699,213		\$2,753,183
Inside city billing charge revenue	386,087	401,356	417,170	434,075	451,525	469,521		478,791
Inside city commodity charge revenue	6,951,771	7,226,545	7,515,057	7,817,308	8,133,297	8,463,026		8,627,890
Outside city readiness charge revenue	42,114	43,798	45,550	47,372	49,267	51,238		52,263
Outside city billing charge revenue	9,586	9,972	10,372	10,785	11,218	11,665		11,895
Outside city commodity charge revenue	124,415	129,333	134,496	139,906	145,561	151,339		154,413
Blackman Township readiness charge revenue	1,185,882	1,233,323	1,282,664	1,333,963	1,387,316	1,442,803		1,471,651
Blackman Township billing charge revenue	175,543	182,509	189,785	197,370	205,265	213,469		217,804
Blackman Township commodity charge revenue	3,631,743	3,775,176	3,924,347	4,079,256	4,239,902	4,412,022		4,498,082
Correction facility commodity charge revenue	1,424,896	1,481,216	1,540,352	1,602,304	1,667,072	1,734,656		1,768,448
Summit Township readiness charge revenue	25,460	26,478	27,537	28,639	29,784	30,975		31,595
Summit Township billing charge revenue	170	177	184	191	199	207		211
Summit Township commodity charge revenue	74,642	77,640	80,746	83,959	87,278	90,812		92,633
Leoni Township readiness charge revenue	24,806	25,799	26,831	27,904	29,020	30,181		30,784
Leoni Township billing charge revenue	2,010	2,091	2,176	2,263	2,354	2,448		2,496
Leoni Township commodity charge revenue	18,450	19,178	19,947	20,738	21,570	22,422		22,880
Fire line services readiness charge revenue	51,384	53,442	55,577	57,800	60,111	62,519		63,767
Blackman Township Refunds	(510,535)	(530,937)	(552,168)	(574,250)	(597,218)	(621,102)		(633,546)
Other revenue	281,311	281,311	281,311	281,311	281,311	281,311		281,311
Total revenue	16,118,323	16,745,725	17,401,523	18,086,468	18,800,224	19,548,724		19,926,551
Less: Total operating expenditures - Fund 591 [1]	(8,384,081)	(8,587,318)	(8,795,686)	(9,009,321)	(9,228,360)	(9,452,945)		(9,683,222)
Cash funded water equipment and replacement expense - Fund 402	(4,716,512)	(4,812,095)	(4,909,626)	(5,009,147)	(5,110,698)	(5,214,321)		(5,320,058)
Net operating revenue	3,017,730	3,346,313	3,696,211	4,068,000	4,461,166	4,881,459		4,923,270
Less: Current debt service payments	(618,336)	(619,437)	(619,437)	(618,336)	(620,537)	(619,217)		(618,886)
Estimated cash funded lead service line replacement [2]	(2,228,241)	(2,295,088)	(2,363,941)	(2,434,859)	(2,507,905)	(2,583,142)		(2,660,636)
Estimated cash funded vertical CIP	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	-		(500,000)
Estimated cash funded equipment replacement	-	(31,404)	(3,690)	-	-	(2,016)		(11,628)
Estimated debt service #1 2029/30 bonds [3]	-	-	-	-	(75,000)	(417,000)		(417,000)
Estimated debt service #2 2034/35 bonds [4]	-	-	-	-	-	-		-
Estimated debt service #3 2039/40 bonds [5]	-	-	-	-	-	-		-
Net cash flow	(\$328,847)	(\$99,616)	\$209,144	\$514,805	\$757,725	\$1,260,085		\$715,121
Cash & investments	\$8,179,076	\$8,079,460	\$8,288,604	\$8,803,410	\$9,561,134	\$10,821,219		\$11,536,340

[1] Fund 591 operating expenses exclude the contribution to other funds.

[2] Assumes annual program costs of \$1,979,763 in 2020/21 with 3% annual inflationary cost increases.

[3] Estimated debt service payments based on a \$5,050,000 15-year open market bond issue at current market rates. This includes equipment replacement in 2029/30 and vertical CIP project in 2030/31.

[4] Estimated debt service payments based on a \$6,695,000 15-year open market bond issue at current market rates. This includes vertical CIP project and equipment replacement in 2034/35.

[5] Estimated debt service payments based on a \$20,265,000 15-year open market bond issue at current market rates. This includes vertical CIP project and equipment replacement in 2039/40.

CITY OF JACKSON (MICHIGAN) WATER FUND

(Continued)

CASH FLOW ANALYSIS

	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2038/39	2039/40
Assumptions								
Inside city meter equivalents	16,120	16,120	16,120	16,120	16,120	16,120	16,120	16,120
Inside city readiness charge rate (daily)	\$0.48391	\$0.49359	\$0.50346	\$0.51353	\$0.52380	\$0.53428	\$0.54497	\$0.55587
Inside city bills number (yearly)	54,532	54,532	54,532	54,532	54,532	54,532	54,532	54,532
Inside city billing charge rate (per bill)	\$8.96	\$9.14	\$9.32	\$9.51	\$9.70	\$9.89	\$10.09	\$10.29
Inside city commodity usage (yearly in 100 cu.ft.)	1,373,868	1,373,868	1,373,868	1,373,868	1,373,868	1,373,868	1,373,868	1,373,868
Inside city commodity charge rate (per 100 cu.ft.)	\$6.41	\$6.54	\$6.67	\$6.80	\$6.94	\$7.08	\$7.22	\$7.36
Outside city meter equivalents	153	153	153	153	153	153	153	153
Outside city readiness charge rate (daily)	\$0.96786	\$0.98722	\$1.00696	\$1.02710	\$1.04764	\$1.06859	\$1.08996	\$1.11176
Outside city bills number (yearly)	677	677	677	677	677	677	677	677
Outside city billing charge rate (per bill)	\$17.92	\$18.28	\$18.65	\$19.02	\$19.40	\$19.79	\$20.19	\$20.59
Outside city commodity usage (yearly in 100 cu.ft.)	12,294	12,294	12,294	12,294	12,294	12,294	12,294	12,294
Outside city commodity charge rate (per 100 cu.ft.)	\$12.81	\$13.07	\$13.33	\$13.60	\$13.87	\$14.15	\$14.43	\$14.72
Blackman Township meter equivalents	5,385	5,385	5,385	5,385	5,385	5,385	5,385	5,385
Blackman Township readiness charge rate (daily)	\$0.77426	\$0.78975	\$0.80555	\$0.82166	\$0.83809	\$0.85485	\$0.87195	\$0.88939
Blackman Township bills number (yearly)	15,480	15,480	15,480	15,480	15,480	15,480	15,480	15,480
Blackman Township billing charge rate (per bill)	\$14.35	\$14.64	\$14.93	\$15.23	\$15.53	\$15.84	\$16.16	\$16.48
Blackman Township commodity usage (yearly in 100 cu.ft.)	573,735	573,735	573,735	573,735	573,735	573,735	573,735	573,735
Blackman Township commodity charge rate (per 100 cu.ft.)	\$8.00	\$8.16	\$8.32	\$8.49	\$8.66	\$8.83	\$9.01	\$9.19
Correction facility commodity usage (yearly in 100 cu.ft.)	281,600	281,600	281,600	281,600	281,600	281,600	281,600	281,600
Correction facility commodity charge rate (per 100 cu.ft.)	\$6.41	\$6.54	\$6.67	\$6.80	\$6.94	\$7.08	\$7.22	\$7.36
Summit Township meter equivalents	185	185	185	185	185	185	185	185
Summit Township readiness charge rate (daily)	\$0.48391	\$0.49359	\$0.50346	\$0.51353	\$0.52380	\$0.53428	\$0.54497	\$0.55587
Summit Township bills number (yearly)	24	24	24	24	24	24	24	24
Summit Township billing charge rate (per bill)	\$8.96	\$9.14	\$9.32	\$9.51	\$9.70	\$9.89	\$10.09	\$10.29
Summit Township commodity usage (yearly in 100 cu.ft.)	10,709	10,709	10,709	10,709	10,709	10,709	10,709	10,709
Summit Township commodity charge rate (per 100 cu.ft.)	\$8.82	\$9.00	\$9.18	\$9.36	\$9.55	\$9.74	\$9.93	\$10.13
Leoni Township meter equivalents	103	103	103	103	103	103	103	103
Leoni Township readiness charge rate (daily)	\$0.84684	\$0.86378	\$0.88106	\$0.89868	\$0.91665	\$0.93498	\$0.95368	\$0.97275
Leoni Township bills number (yearly)	162	162	162	162	162	162	162	162
Leoni Township billing charge rate (per bill)	\$15.72	\$16.03	\$16.35	\$16.68	\$17.01	\$17.35	\$17.70	\$18.05
Leoni Township commodity usage (yearly in 100 cu.ft.)	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080
Leoni Township commodity charge rate (per 100 cu.ft.)	\$11.22	\$11.44	\$11.67	\$11.90	\$12.14	\$12.38	\$12.63	\$12.88
Fire line services meter equivalents	975	975	975	975	975	975	975	975
Fire line services readiness charge rate (yearly)	\$66.71	\$68.04	\$69.40	\$70.79	\$72.21	\$73.65	\$75.12	\$76.62
Revenue								
Inside city readiness charge revenue	\$2,808,256	\$2,864,432	\$2,921,710	\$2,980,149	\$3,039,748	\$3,100,567	\$3,162,603	\$3,225,859
Inside city billing charge revenue	488,607	498,422	508,238	518,599	528,960	539,321	550,228	561,134
Inside city commodity charge revenue	8,806,493	8,985,095	9,163,698	9,342,301	9,534,643	9,726,984	9,919,326	10,111,667
Outside city readiness charge revenue	53,308	54,374	55,462	56,571	57,702	58,856	60,033	61,234
Outside city billing charge revenue	12,132	12,376	12,626	12,877	13,134	13,398	13,669	13,939
Outside city commodity charge revenue	157,486	160,683	163,879	167,198	170,518	173,960	177,402	180,968
Blackman Township readiness charge revenue	1,501,081	1,531,112	1,561,744	1,592,977	1,624,830	1,657,323	1,690,476	1,724,287
Blackman Township billing charge revenue	222,138	226,627	231,116	235,760	240,404	245,203	250,157	255,110
Blackman Township commodity charge revenue	4,589,880	4,681,678	4,773,475	4,871,010	4,968,545	5,066,080	5,169,352	5,272,625
Correction facility commodity charge revenue	1,805,056	1,841,664	1,878,272	1,914,880	1,954,304	1,993,728	2,033,152	2,072,576
Summit Township readiness charge revenue	32,227	32,871	33,529	34,199	34,883	35,581	36,293	37,019
Summit Township billing charge revenue	215	219	224	228	233	237	242	247
Summit Township commodity charge revenue	94,453	96,381	98,309	100,236	102,271	104,306	106,340	108,482
Leoni Township readiness charge revenue	31,400	32,028	32,669	33,322	33,988	34,668	35,361	36,068
Leoni Township billing charge revenue	2,547	2,597	2,649	2,702	2,756	2,811	2,867	2,924
Leoni Township commodity charge revenue	23,338	23,795	24,274	24,752	25,251	25,750	26,270	26,790
Fire line services readiness charge revenue	65,045	66,341	67,668	69,023	70,407	71,811	73,245	74,707
Blackman Township Refunds	(646,207)	(659,152)	(672,323)	(685,776)	(699,463)	(713,447)	(727,737)	(742,274)
Other revenue	281,311	281,311	281,311	281,311	281,311	281,311	281,311	281,311
Total revenue	20,328,764	20,732,855	21,138,529	21,552,320	21,984,426	22,418,449	22,860,591	23,304,675
Less: Total operating expenditures - Fund 591 [1]	(9,919,342)	(10,161,458)	(10,409,727)	(10,664,314)	(10,925,383)	(11,193,108)	(11,467,664)	(11,749,232)
Cash funded water equipment and replacement expense - Fund 402	(5,427,954)	(5,538,053)	(5,650,400)	(5,765,042)	(5,882,025)	(6,001,399)	(6,123,211)	(6,247,514)
Net operating revenue	4,981,468	5,033,344	5,078,401	5,122,964	5,177,018	5,223,942	5,269,716	5,307,929
Less: Current debt service payments	(619,437)	-	-	-	-	-	-	-
Estimated cash funded lead service line replacement [2]	(2,740,455)	(2,822,669)	(2,907,349)	(2,994,569)	(3,084,406)	(3,176,938)	(3,272,247)	(3,370,414)
Estimated cash funded vertical CIP	(500,000)	(500,000)	-	(778,984)	(500,000)	-	(859,729)	-
Estimated cash funded equipment replacement	(8,412)	-	-	-	(21,664)	(4,115,591)	-	-
Estimated debt service #1 2029/30 bonds [3]	(417,000)	(417,000)	(417,000)	(417,000)	(417,000)	(417,000)	(417,000)	(417,000)
Estimated debt service #2 2034/35 bonds [4]	-	-	(100,000)	(554,000)	(554,000)	(554,000)	(554,000)	(554,000)
Estimated debt service #3 2039/40 bonds [5]	-	-	-	-	-	-	-	(304,000)
Net cash flow	\$696,164	\$1,293,676	\$1,654,052	\$378,412	\$599,948	(\$3,039,587)	\$166,740	\$662,515
Cash & investments	\$12,232,504	\$13,526,179	\$15,180,232	\$15,558,643	\$16,158,591	\$13,119,004	\$13,285,744	\$13,948,259

[1] Fund 591 operating expenses exclude the contribution to other funds.

[2] Assumes annual program costs of \$1,979,763 in 2020/21 with 3% annual inflationary cost increases.

[3] Estimated debt service payments based on a \$5,050,000 15-year open market bond issue at current market rates. This includes equipment replacement in 2029/30 and vertical CIP project in 2030/31.

[4] Estimated debt service payments based on a \$6,695,000 15-year open market bond issue at current market rates. This includes vertical CIP project and equipment replacement in 2034/35.

[5] Estimated debt service payments based on a \$20,265,000 15-year open market bond issue at current market rates. This includes vertical CIP project and equipment replacement in 2039/40.



City of Jackson
County of Jackson, State of Michigan
Sewage Fund - SAW Grant Financial Plan

November 12, 2020





November 12, 2020

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

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

Subject: City of Jackson (Michigan) Sewage Fund - SAW Grant Financial Plan

Dear City of Jackson:

It is our pleasure to provide you this Asset Management Financial Plan (AMFP) of your sewage fund and the review of the rate structure. An AMFP is not a historical document, it is a working document, which should be used as a reference for budget and finance decision-making. To this end, Baker Tilly is available to discuss the AMFP at any point in the future.

Rates and charges must reflect the customer base being served. As such, the AMFP found in these pages is unique to your community. The primary goal of Asset Management is to develop a long-term plan for revenue support of operations, maintenance, and capital improvement and at the same time is as economical and equitable to the customers as possible. You will find the observations and recommendations meet your needs and reflect your customer base.

By acceptance of this AMFP the City Council understands and accepts the responsibility and liability for potential challenges to the rate structure and management of the funds. AMFPs, while often based on various methods, industry guidelines, do not follow a clear standard as does, for example, a CPA in producing an audit according to Generally Accepted Accounting Principles. Furthermore, state law and case law do not provide any reasonable or comprehensive guidance regarding methodology, rate structure or management of fund balances. Baker Tilly is reliant upon City officials, and other sources, who have access to relevant data to provide accurate information. The City accepts that fund management and rate adjustment recommendations are inherently subject to estimations and projections and, as such, no assurance is provided regarding the actual performance of the funds over time. The City is advised to seek legal counsel regarding the implementation of any recommendations and their liability implications.

As always, it was a pleasure serving you and do not hesitate to call if you wish to further discuss our findings.

Sincerely,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Andy Campbell, CPA, Director

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Executive Summary

1.1 Community Background

The City of Jackson (the “City”) has owned and operated a Waste Water Treatment Plant (“WWTP”) on the banks of the Grand River since the 1930s. From the 1950s to 2000, the plant underwent several major expansion projects that increased the rated capacity of the facility to 19 million gallons per day (mgd). This facility currently serves the City of Jackson, as well as the adjacent Blackman, Summit and Spring Arbor Townships and a small portion of Leoni and Napoleon Townships. The WWTP serves an estimated population approaching 85,400.

The influent wastewater enters the existing WWTP headwork’s facilities via a 60-inch-diameter sewer from the south that primarily serves the city of Jackson and a 36-inch diameter sewer from the north that primarily serves Blackman Township. The City’s collection system consists of approximately 832,600 lineal feet of 8” to 66” sanitary sewer that generally flows from south to north. Approximately 15% of the city sewers are concrete, 68% are clay, 10% are PVC and 7% are other materials. There are 9 pump stations in the system which are owned and operated by the City of Jackson.

Source: Fishbeck

1.2 Objectives

To identify the revenue support and fund management needed to fulfill the City’s operations & maintenance, and capital improvements to the system while maintaining adequate cash reserves to be able to respond to unforeseen circumstances.

1.3 Potential Rates

Based on our analysis and direction from City officials, Baker Tilly is recommending annual increases of 4.00% to all of its user rates for non-contract customers. There is also a group of contract customers who are currently in contract negotiations with the City, we are recommending the same annual increases of 4.00% for contract customers as well, excluding extra strength charges.

TABLE 1-1: PROPOSED RATES SUMMARY

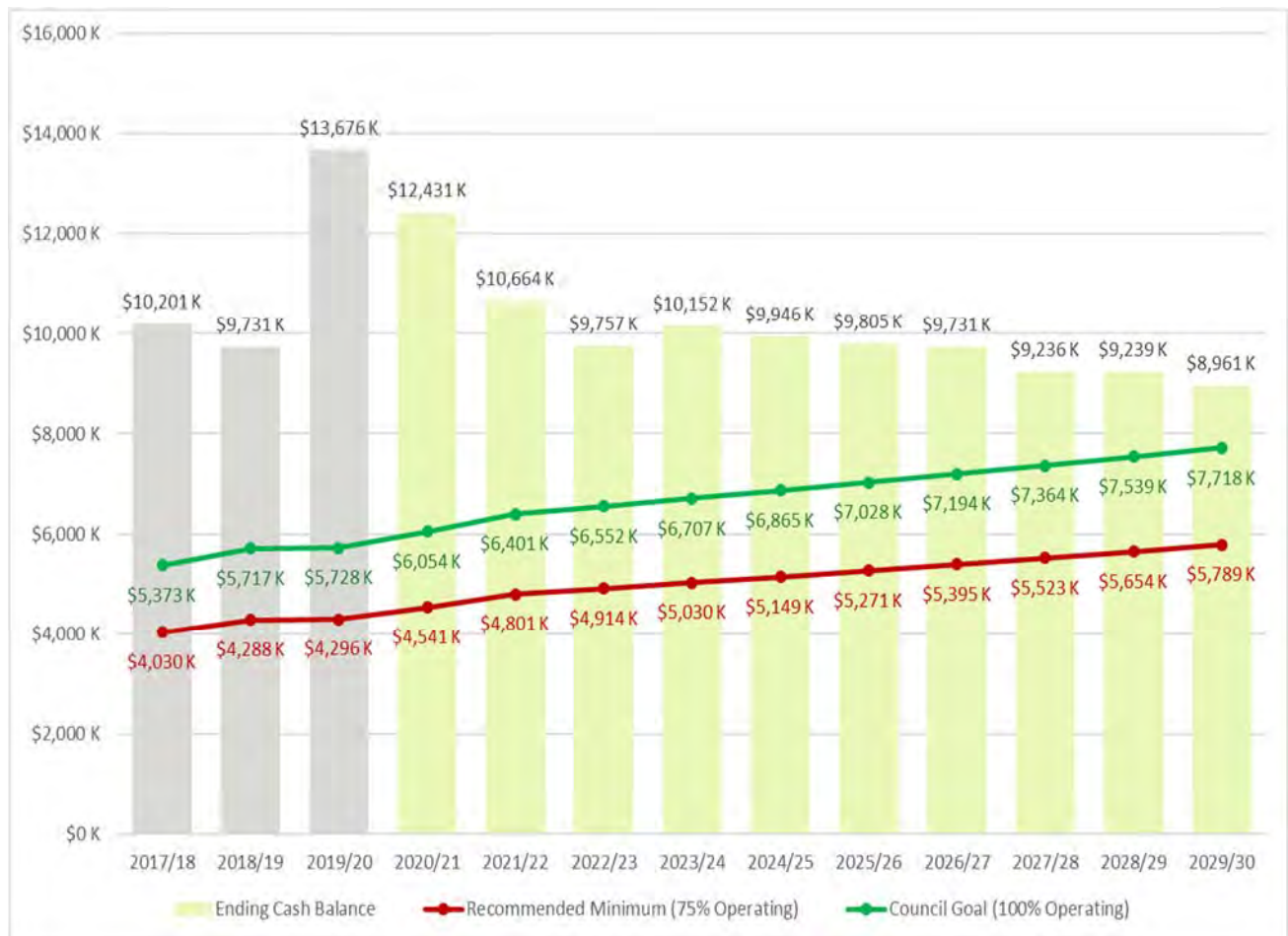
Category	Current Rates	Proposed Rates
Non-contract Customers	2020/21	2021/22
Inside City Readiness charge* (daily)	\$ 0.06501	\$ 0.06761
Outside City Readiness charge* (daily)	\$ 0.13004	\$ 0.13524
Unmetered customers (per bill)	\$ 57.28	\$ 59.57
Billing charge (per bill)	\$ 7.43	\$ 7.73
Commodity charge (per 100 cu.ft.)	\$ 2.13	\$ 2.22

**5/8” meter size readiness charge*

1.4 Cash Position Summary

The cash & investments balance for the City is currently around 30 months of cash operating expenses (net of depreciation). This is a very healthy cash balance as our standard minimum recommendation for operating expenses is around six months. Due to the extent of capital improvements upcoming, and the City’s desire to fund much of the improvements with cash, our recommended minimum cash balance is nine months. Over the forecast period the cash balance gradually lowers as the City intends to pay for roughly \$4.1 million worth of capital improvements out of cash reserves. The forecast estimates the ending cash balance to be right around 13 months worth of cash operating expenses.

TABLE 1-2: SCHEDULE OF ACTUAL AND ESTIMATED ENDING CASH BALANCE



Information and Assumptions

A significant effort has been made by the City and Fishbeck to inventory assets, evaluate the infrastructure, and determine asset criticality. The result is the identification of asset investment cost by project and by year. The rate study covers a 10-year forecast period to take this asset evaluation into account. The rate study is a four step process: 1) historical comparison with audits and budgets, 2) test year, or normalized budget year, along with inflation assumptions for purposes of forecasting, 3) proof of rate to revenue for reliance on customer data, and 4) cash flow forecast including revenue, operating expense, capital spending, debt, and fund balance (i.e., actual cash and investment balance). The analysis is a “cash basis” approach as described in the AWWA Manual of Rate Making Practices.

Key information

- Audited comprehensive annual financial statements for FYE 2017, FYE 2018, FYE 2019;
- Actual Revenue and Expenditure Report for FYE 2018, FYE 2019, FYE 2020;
- Budgeted Revenue and Expenditure Report for FYE 2021;
- Historical 5-year billing data provided by utility billing department;
- 10-year CIP provided by Fishbeck;
- Sewage fund cash balance as of June 30, 2020 provided by the City.

Key Assumptions

- Rates should not only cover the system costs, but also support future system maintenance, capital improvements, and debt service payments;
- The City will follow AWWA guidelines;
- The City is not anticipating significant population growth;
- The City does not anticipate any significant decreases in consumption charge usage going forward;
- The budgeted amount for other revenue in FYE 2021 will be consistent in future years;
- The City will conduct all capital improvement projects forecasted by Fishbeck;
- The current market rate is used for calculating proposed bond debt service;
- The contract customers will remain the same;
- The sewage quality from contract customers will stay consistent with prior years;
- Contract negotiations with contract customers will not change the current rate structure and the City will be able to increase the commodity charge rate by 4.00% per year.

Revenues

2.1 Customers and Usage

The City has two groups of customers, contract customers and non-contract customers. The City contracts with Blackman Township, Summit Township, Spring Arbor Township, and Napoleon Township to provide wastewater treatment service. The Townships provide and maintain the necessary wastewater collection system within each Township service district without expense to the City. All the contracts are currently in negotiation.

The non-contract sewer customers consist of individual users of the system. The City currently has 11,275 inside-city metered customers and 70 outside-city metered customers depicted in the table below.

TABLE 2-1: CUSTOMER COUNTS BY METER SIZE

Meter Count			
<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>	<u>Total</u>
5/8"	9,852	29	9,881
3/4"	584	15	599
1"	406	9	415
1 1/2"	223	10	233
2"	145	2	147
3"	35	2	37
3" Turbine	1	-	1
4"	19	2	21
4" Turbine	1	-	1
6"	8	-	8
8"	-	1	1
10"	1	-	1
Total Meter Count	11,275	70	11,345

Over the past 4 years the City has seen a level to slightly downward trend in usage. This has been a common theme among communities around the state as the efficiency of home appliances increases. The City didn't experience much fluctuation in usage for FYE 2020 due to COVID. Although many major employers temporarily shut down, this was offset by increases in usage by customers living in the Townships and overall flows stayed relatively consistent with prior years. The forecast assumes a consistent flow going forward.

TABLE 2-2: VOLUME OF SEWAGE SOLD



2.2 Rates

The City bills customers based on generally accepted methods. Non-contract customers are billed a readiness charge based on meter size and on a commodity basis for the volume of wastewater discharged as well as a billing charge per bill. Contract customers are billed based on cubic feet used as well as an extra strength surcharge. The number of customers billed at the current rates ties to the revenue reflected in the audit and budget, such that we can rely on these numbers for forecasting.

TABLE 2-3: READINESS CHARGE RATES

Readiness Charge Rate Structure			
<u>Meter Size</u>	<u>Inside City Rate</u>	<u>Outside City Rate</u>	<u>Meter Ratios</u>
5/8"	\$0.0574	\$0.1148	1.0
3/4"	\$0.0861	\$0.1722	1.5
1"	\$0.1435	\$0.2869	2.5
1 1/2"	\$0.2869	\$0.5738	5.0
2"	\$0.4591	\$0.9181	8.0
3"	\$0.8608	\$1.7215	15.0
3" Turbine	\$1.0042	\$2.0084	17.5
4"	\$1.4346	\$2.8692	25.0
4" Turbine	\$1.7215	\$3.4430	30.0
6"	\$2.8692	\$5.7383	50.0
6" Turbine	\$3.5865	\$7.1729	62.5
8"	\$4.5907	\$9.1814	80.0
10"	\$8.3206	\$16.6412	145.0

2.3 Billing

The City bills the Townships directly for contracted sewer service on a monthly basis. The City bills non-contract customers both quarterly and monthly. The City Manager divides the City into three districts of approximately equal size, plus a fourth district which includes commercial and industrial accounts. The three districts of equal size are billed quarterly alternating between the districts each month. The fourth district is billed monthly. The table below shows the number of bills broken out by district that were processed by the utility billing department in fiscal year 2018/19.

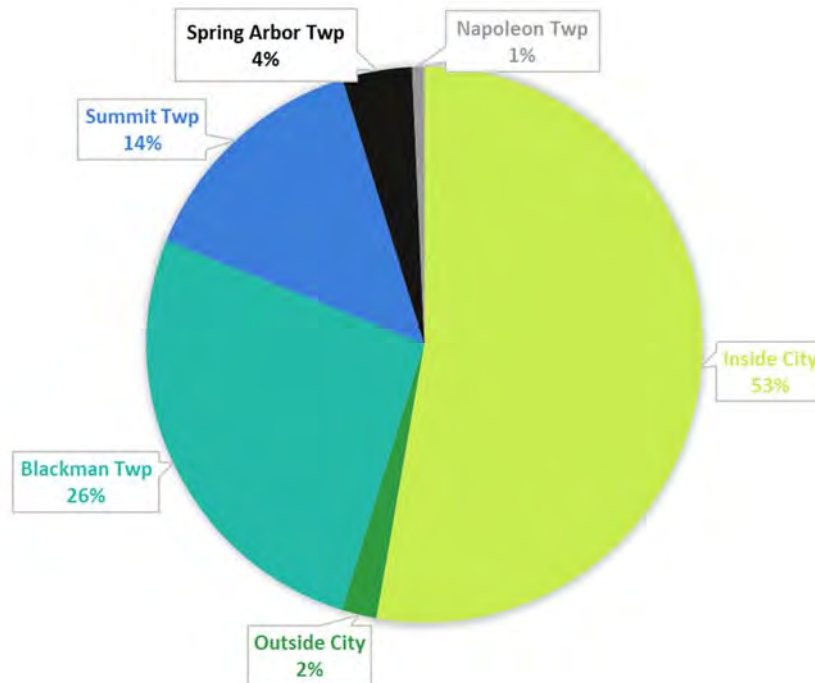
TABLE 2-4: NUMBER OF BILLS PROCESSED BY MONTH AND DISTRICT

Number of Bills Processed by Month and District					
Month	1st District	2nd District	3rd District	4th District	Total
July	4,981			2,003	6,984
August		3,672		1,756	5,428
September			3,685	1,762	5,447
October	4,986			1,703	6,689
November		3,669		1,678	5,347
December			3,687	1,634	5,321
January	4,980			1,632	6,612
February		3,633		1,631	5,264
March			3,669	1,633	5,302
April	4,943			1,636	6,579
May		3,627		1,672	5,299
June			3,659	1,695	5,354
Total	19,890	14,601	14,700	20,435	69,626

2.4 Revenue

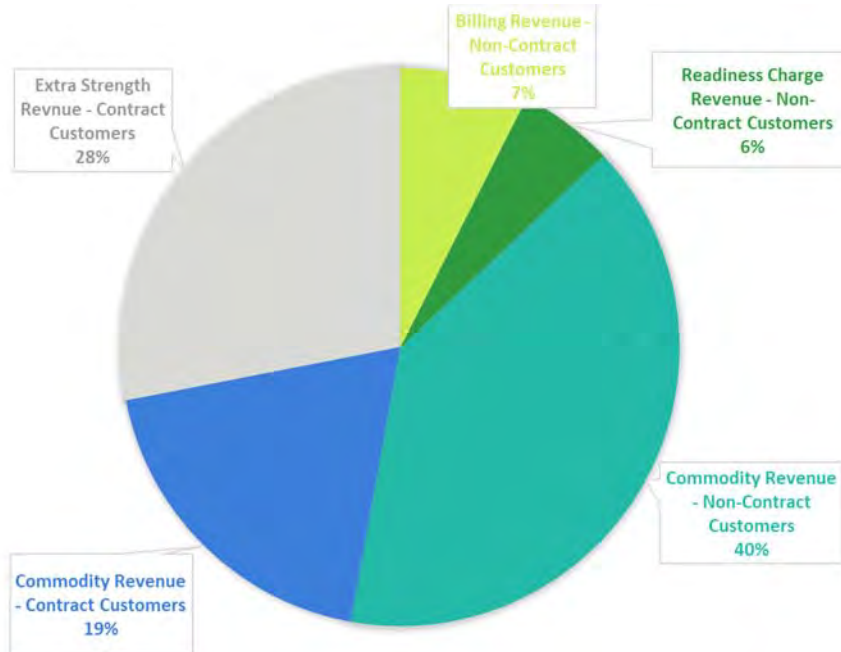
In the chart below, Blackman Township, Summit Township, Spring Arbor Township, and Napoleon Township represent contract customers while the inside City and outside City categories represent non-contract customers. The chart below depicts that roughly 55% of the City's revenue is derived from non-contract customers while 45% is derived from contact customers.

TABLE 2-5: REVENUE BY CUSTOMER CATEGORY



Further detail is provided below demonstrating how much revenue is derived from each rate.

TABLE 2-6: REVENUE BY REVENUE CATEGORY



In addition to the revenues brought in by user rates, the City is conservatively assuming roughly \$161,000 per year in other revenue (revenue not derived from user rates). These revenues consist primarily of penalties and interest earned. The City is also assuming that these other revenues will remain consistent in future years.

Operating & Maintenance Expenses

3.1 Historical O&M Expenses

Historical O&M expenses are analyzed in the report to help look for trends and to help identify any outlier expenses. The City utilizes internal transfers from the sewage fund to sub-funds (fund 404, 405, 406) to help track expenses. These sub funds help the City track maintenance and repairs expenses on the system. The current year budget is consistent with previous years, with most expenses increasing slightly year over year.

Table 3-1: Receipt and Disbursement History



3.2 Test Year

A test year is a normalized year for operating and maintenance expense and becomes the base year used for forecasting future expenses.

Prior year budget actuals are analyzed for trends, outliers, or one-time expenses. Any items of concern were discussed with City officials to determine what a particular line item expense would be in a normal year. Certain adjustments were made to these particular line items to more accurately reflect a normalized year's expense to be used in the test year before forecasted out into future years.

3.3 Inflation Assumptions

The next step is to increase the test year expenses by an annual inflationary percentage. This is done as it is not reasonable to expect expenses to be the same as they are today over the 10 years forecasted in the report. These annual inflationary increases reflect the increases in costs over time and are used to help estimate what future operating and maintenance expenses will be. The table below summarizes the general inflationary assumptions used in the report.

TABLE 3-2: INFLATION ASSUMPTIONS

Expense Type	Inflation Assumptions
Compensation Related	3.0%
Benefits	3.0%
Operating	2.0%
Purchasing	2.0%
Materials & Utilities	2.0%
Contractual Services	2.0%

Capital Improvement Plan

4.1 Capital Improvement Plan (CIP)

Capital improvements are larger, one-time expenses that are not included in annual operating and maintenance expenses. It is beneficial to look at potential capital improvements well in advance and develop a capital improvement plan as it will help the City develop policy to manage rates over time in order to maintain the sewer system with an efficient use of funds. The below capital improvement plan has been provided by Fishbeck.

TABLE 4-1: CAPITAL IMPROVEMENT PLAN

Fiscal Year	Project	Amount
2021/22	Primary Clarifiers Ph I	\$2,200,000
2022/23	Electrical Phase I	\$1,400,000
2023/24	Primary Clarifiers Ph II	\$2,200,000
2024/25	Power House Pumps & Piping	\$2,700,000
2025/26	Myrtle Pump Station	\$2,300,000
2026/27	East Gallery / RAS pumps	\$2,700,000
2027/28	Electrical Phase II	\$500,000
2028/29	Lewis Pump Station	\$1,800,000
2029/30	Headworks Improvements	\$2,000,000
2030/31	Gravity Thickeners / Process Support Pumps	\$1,700,000
Total		\$19,500,000

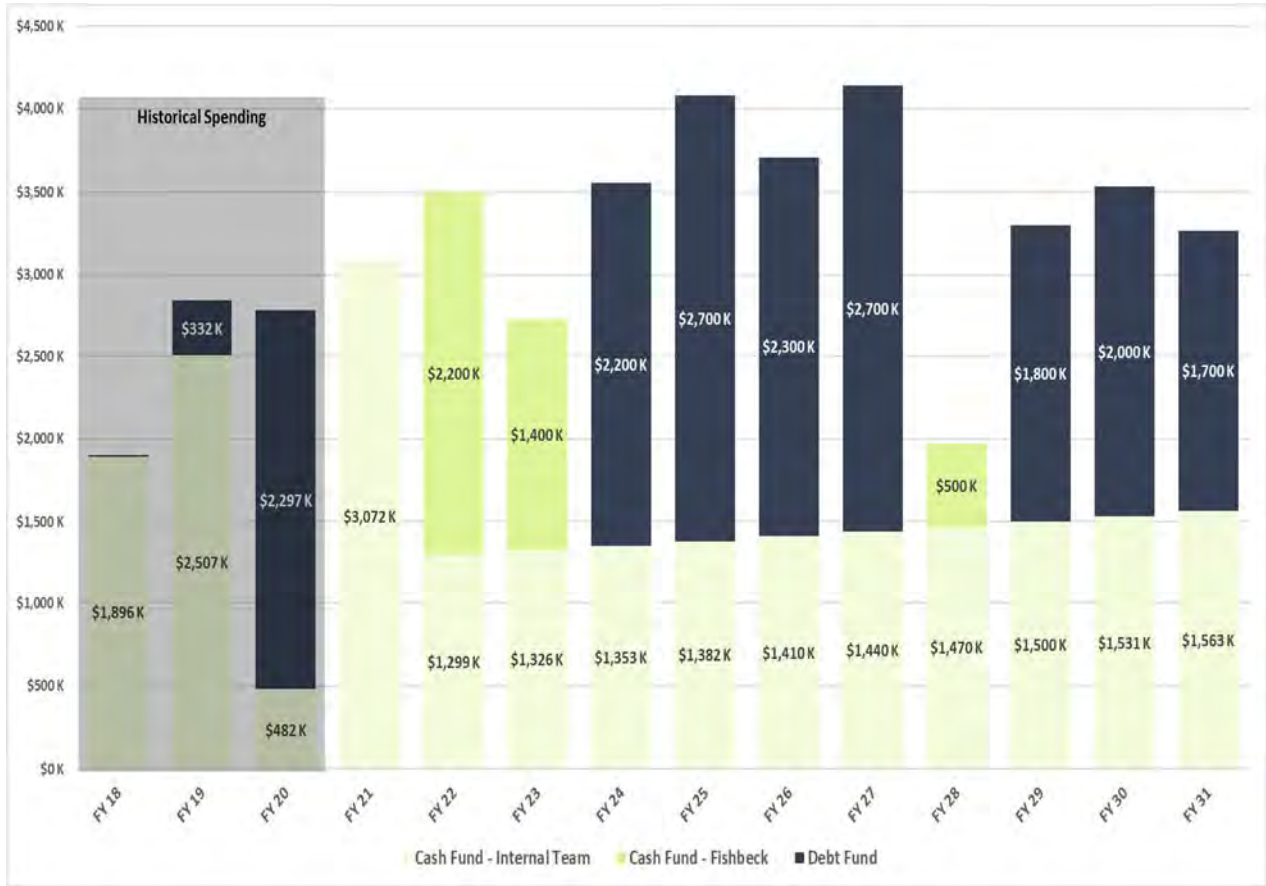
4.2 CIP Funding

Due to the City having a healthy cash balance, smaller projects can be paid for with cash on hand. The City has multiple larger projects recommended by Fishbeck that will need to be financed as is outlined in the chart below.

TABLE 4-2: FISHBECK CAPITAL IMPROVEMENT PROJECTS FUNDING SUMMARY



TABLE 4-3: CAPITAL IMPROVEMENT SPENDING SUMMARY



We are proposing that the projects listed in 2023/24-2026/27 be grouped into one bond issue and projects listed in 2028/29-2030/31 be grouped together into another bond issue. Doing this helps make more efficient use of the City’s funds as grouping projects together helps reduce the amount of bond issuance costs that would be incurred if the City were to issue multiple smaller bond issues. Further detail on the methodology for determining the need to issue bonds is explained in section 6.1.

Debt Service

5.1 Debt Limitation

The City is subject to the State of Michigan debt limitation of 10% of State Equalized Value (SEV), however, Act 94 of 1933 allows communities to issue bonds secured by the revenues of the system and because the security is system revenues (as opposed to the City’s taxing ability) these bonds do not count towards the debt limit. Since the sewage fund is able to issue bonds under Act 94 of 1933, the 10% of SEV debt limit is not a concern related to the sewage fund utilizing debt to finance projects.

5.2 Current Debt Service

The City currently has one bond issue that the sewage fund is contributing to. The sewage fund is responsible for 16.65% of the 2018 Capital Improvement Bonds as is outlined in the table below.

TABLE 5-1: EXISTING DEBT SERVICE SCHEDULE

Fiscal Year	Debt Service
2020/21	\$239,344
2021/22	240,176
2022/23	234,682
2023/24	236,139
2024/25	233,017
2025/26	233,849
2026/27	234,266
2027/28	234,266
2028/29	233,849
2029/30	234,682
2030/31	234,182
2031/32	234,057
2032/33	234,266
Total Debt Service	\$3,056,774

Cash Flow

6.1 Methodology

The revenue needs to support operations, debt, and capital improvements while solving to cash balance. The City has an ideal cash balance they would like to maintain which leaves adjusting rates and capital improvements spending as the other two variables that can be adjusted. City officials determined that a consistent rate track with manageable annual inflationary increases was the best option for their customer base. Meeting these two requirements results in the City needing to issue two bond issues in order to complete the desired capital improvement plan.

6.2 Proposed/Potential Rates

The table below demonstrates the proposed rates.

TABLE 6-1: PROPOSED RATES ADJUSTMENTS

Adjustment	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Inside city readiness charge* (daily)	\$ 0.06501	\$ 0.06761	\$ 0.07031	\$ 0.07312	\$ 0.07604	\$ 0.07908
Outside city readiness charge* (daily)	\$ 0.13004	\$ 0.13524	\$ 0.14065	\$ 0.14628	\$ 0.15213	\$ 0.15822
Unmetered customers (per bill)	\$ 57.28	\$ 59.57	\$ 61.95	\$ 64.43	\$ 67.01	\$ 69.69
Billing charge (per bill)	\$7.43	\$7.73	\$8.04	\$8.36	\$8.69	\$9.04
Commodity charge (per 100 cu.ft.)	\$2.13	\$2.22	\$2.31	\$2.40	\$2.50	\$2.60

*5/8" meter size readiness charge

6.3 Rate Impact Summary

The rate track demonstrates annual increases of 4.00%. This results in roughly a \$2.20 increase to a typical metered homeowner's quarterly bill per year (assuming 1,800 cubic feet of usage per quarter) and a \$2.75 increase to an unmetered homeowner's quarterly bill per year.

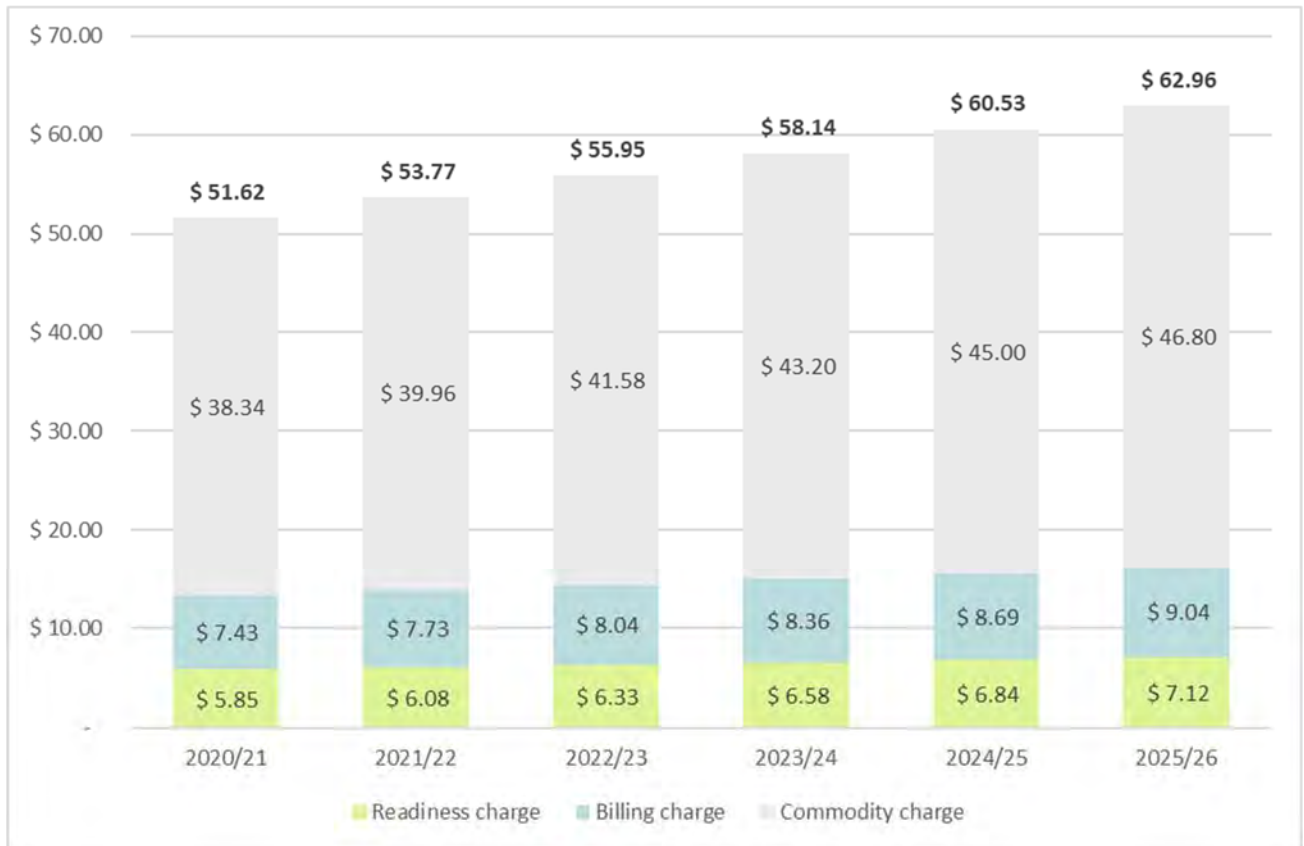
TABLE 6-2: TYPICAL HOMEOWNER QUARTERLY BILL


Homeowner Type	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Metered [1]	\$ 51.62	\$ 53.77	\$ 55.95	\$ 58.14	\$ 60.53	\$ 62.96
Unmetered [2]	\$ 64.71	\$ 67.30	\$ 69.99	\$ 72.79	\$ 75.70	\$ 78.73

[1] Assumes 1,800 cubic feet usage per quarter.

[2] The unmetered customer quarterly bills are equivalent to 2,400 cubic feet usage per quarter.

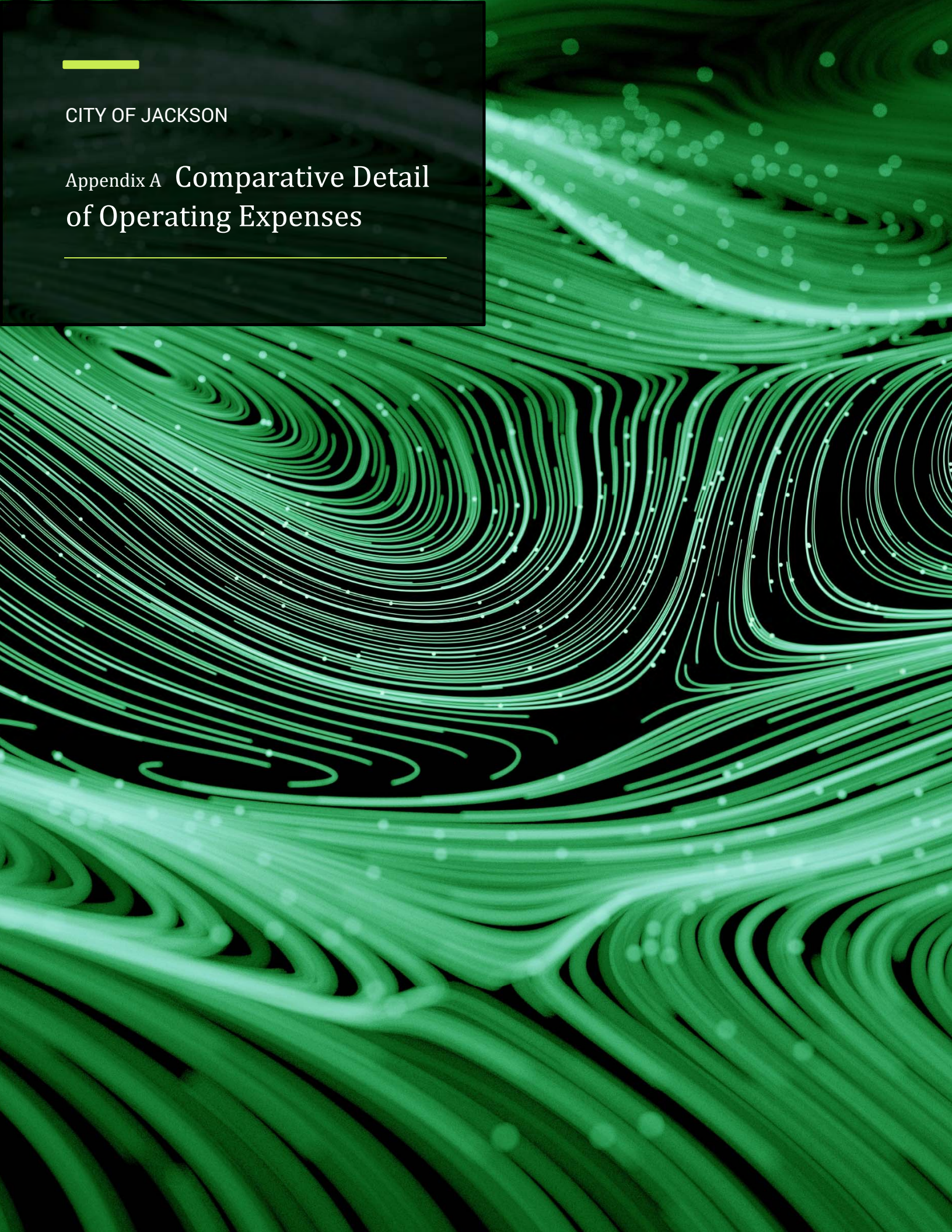
TABLE 6-3: TYPICAL METERED HOMEOWNER QUARTERLY BILL MAKEUP





CITY OF JACKSON

Appendix A Comparative Detail
of Operating Expenses



CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 590 Sewer Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Operating Expenses							
Dept 549 Collection							
Personal Services							
590-549-000-702.000	Termination Pay	-	\$2,213	\$6,694	-	-	0.00%
590-549-000-703.000	Salaries and Wages	\$61,089	46,203	13,397	\$62,536	\$62,536	3.00%
590-549-000-708.000	Unemployment Comp.	5	5	-	6	6	3.00%
590-549-000-709.000	Employers FICA	4,670	3,934	1,278	5,763	5,763	3.00%
590-549-000-713.000	Overtime	6,406	4,868	339	12,500	12,500	3.00%
590-549-000-715.000	Pension-General	6,476	4,916	903	8,939	8,939	3.00%
590-549-000-716.000	Pension-MERS DC	2	8	-	-	-	0.00%
590-549-000-718.000	Health Insurance	22,345	15,038	2,041	17,663	17,663	3.00%
590-549-000-723.000	Health - MERS HSA	2	16	-	-	-	0.00%
590-549-000-724.000	Workers Compensation	585	226	56	718	718	3.00%
590-549-000-725.000	Other Fringe Benefits	303	218	34	1,030	1,030	3.00%
Material and Supplies							
590-549-000-756.000	Operating Supplies	340	252	-	550	550	2.00%
590-549-000-759.000	Gasoline	-	169	-	-	-	0.00%
590-549-000-773.000	Laundry	-	-	5	365	365	2.00%
590-549-000-778.000	Equipment Maint. Supplies	2,644	906	881	3,200	3,200	2.00%
Contractual and Other							
590-549-000-818.000	Contractual Services	1,268	-	1,650	5,100	5,100	2.00%
590-549-000-818.006	Instrument Maintenance	-	-	-	2,000	2,000	2.00%
590-549-000-818.228	GIS Services - MIS	-	-	-	10,000	10,000	2.00%
590-549-000-850.000	Communications	2,105	2,043	1,956	4,000	4,000	2.00%
590-549-000-917.404	Sewer Maintenance-DPS	-	-	-	-	-	0.00%
590-549-000-924.000	Utilities	38,024	42,467	46,566	38,000	38,000	2.00%
590-549-000-934.000	Repairs & Maintenance	6,661	1,270	6,355	18,000	18,000	2.00%
590-549-000-935.000	Insurance	4,437	4,686	5,448	5,829	5,829	2.00%
590-549-000-943.000	Equipment Rental -MP	-	3,612	-	750	750	2.00%
590-549-000-961.641	PW Overhead	47	1,909	-	-	-	0.00%
590-549-000-963.000	Miscellaneous	-	-	-	50,000	50,000	2.00%
590-549-000-963.999	Purchase Card Clearing	-	-	(620)	-	-	0.00%
590-549-000-995.405	Cont-Sewer Replacemt Fd.	-	-	-	-	-	0.00%
590-549-000-995.406	Cont-Equip. Replacemt Fd.	-	-	-	-	-	0.00%
Total Dept 549 Expenses		157,409	134,959	86,983	246,949	246,949	
Dept 550 Wastewater Treatment							
Personal Services							
590-550-000-702.000	Termination Pay	147	-	10,319	-	-	0.00%
590-550-000-703.000	Salaries and Wages	377,852	422,076	435,179	436,053	436,053	3.00%
590-550-000-707.000	Wages-Temporary	3,504	770	3,836	14,000	14,000	3.00%
590-550-000-708.000	Unemployment Comp.	46	43	54	54	54	3.00%
590-550-000-709.000	Employers FICA	31,235	35,782	38,022	40,122	40,122	3.00%
590-550-000-713.000	Overtime	64,576	79,139	76,471	73,500	73,500	3.00%
590-550-000-715.000	Pension-General	44,203	48,440	62,190	62,497	62,497	3.00%
590-550-000-716.000	Pension-MERS DC	4,889	3,924	4,373	8,219	8,219	3.00%
590-550-000-718.000	Health Insurance	125,528	113,490	104,867	116,805	116,805	3.00%
590-550-000-723.000	Health - MERS HSA	7,257	5,559	6,700	7,400	7,400	3.00%
590-550-000-724.000	Workers Compensation	4,411	1,827	2,759	2,092	2,092	3.00%
590-550-000-725.000	Other Fringe Benefits	4,135	3,623	2,052	8,015	8,015	3.00%
Material and Supplies							
590-550-000-753.000	Chemicals	98,339	85,351	95,242	70,000	70,000	2.00%
590-550-000-755.000	Safety Supplies	4,509	6,394	11,432	10,000	10,000	2.00%
590-550-000-756.000	Operating Supplies	5,417	3,236	5,762	5,000	5,000	2.00%
590-550-000-759.000	Gasoline	284	145	-	-	-	0.00%
590-550-000-763.000	Laboratory Supplies	16,193	17,943	19,220	20,000	20,000	2.00%
590-550-000-773.000	Laundry	34	5,337	7,353	4,800	4,800	2.00%

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 590 Sewer Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Dept 550 Wastewater Treatment (Continued)							
Contractual and Other							
590-550-000-723.001	Health Insurance - Retirees	33,348	13,785	21,150	24,000	24,000	3.00%
590-550-000-818.000	Contractual Services	85,951	86,975	63,825	75,000	75,000	2.00%
590-550-000-822.000	Industrial Pretreatmt Prog.	6,489	9,178	31,822	50,000	50,000	2.00%
590-550-000-850.000	Communications	-	-	-	6,000	6,000	2.00%
590-550-000-908.002	Residency Allowance	3,600	3,600	3,600	3,600	3,600	2.00%
590-550-000-924.000	Utilities	500,393	514,939	515,384	610,000	610,000	2.00%
590-550-000-931.001	Equipment Maintenance	146	-	508	4,000	4,000	2.00%
590-550-000-943.000	Equipment Rental - Motor Pool	-	1,353	698	-	-	0.00%
590-550-000-961.641	Public Works Overhead	-	651	20,619	35,000	35,000	2.00%
590-550-000-995.406	Cont.-Equip. Replacement Fd.	-	-	-	-	[1] -	2.00%
	Total Dept 550 Expenses	1,422,486	1,463,560	1,543,437	1,686,157	1,686,157	
Dept 551 Maintenance							
Personal Services							
590-551-000-703.000	Salaries and Wages	43,754	42,452	49,436	45,804	45,804	3.00%
590-551-000-708.000	Unemployment Comp.	5	5	6	6	6	3.00%
590-551-000-709.000	Employers FICA	3,886	3,577	4,655	4,499	4,499	3.00%
590-551-000-713.000	Overtime	9,682	7,733	14,497	13,000	13,000	3.00%
590-551-000-715.000	Pension-General	5,443	4,805	7,893	7,303	7,303	3.00%
590-551-000-716.000	Pension-MERS DC	1,476	1,385	1,770	1,764	1,764	3.00%
590-551-000-718.000	Health Insurance	8,489	6,993	8,568	2,200	2,200	3.00%
590-551-000-723.000	Health - MERS HSA	1,905	1,861	1,885	1,850	1,850	3.00%
590-551-000-724.000	Workers Compensation	554	217	271	235	235	3.00%
590-551-000-725.000	Other Fringe Benefits	221	201	208	977	977	3.00%
Material and Supplies							
590-551-000-755.000	Safety Supplies	172	-	-	-	-	0.00%
590-551-000-756.000	Operating Supplies	1,989	4,480	2,422	3,500	3,500	2.00%
590-551-000-759.000	Gasoline	1,058	3,071	692	5,000	5,000	2.00%
590-551-000-759.001	Lubricants	902	1,345	1,164	2,500	2,500	2.00%
590-551-000-776.000	Custodial Supplies	395	-	2,014	2,500	2,500	2.00%
590-551-000-773.000	Laundry	5,215	1,381	7	750	750	2.00%
590-551-000-778.000	Equipment Maint Supplies	17,346	23,166	27,364	32,000	32,000	2.00%
590-551-000-778.001	Electrical Supplies	7,045	8,048	4,859	12,000	12,000	2.00%
Contractual and Other							
590-551-000-818.000	Contractual Services	86,460	67,179	76,999	80,000	80,000	2.00%
590-551-000-818.005	Cont.Serv.-Grounds Maint.	313	-	-	-	-	0.00%
590-551-000-818.006	Instrument Maintenance	-	-	1,629	21,000	21,000	2.00%
590-551-000-930.000	Building Maintenance	6,076	6,404	13,505	15,000	15,000	2.00%
590-551-000-930.004	Grounds Maintenance	14,841	14,382	8,414	25,000	25,000	2.00%
590-551-000-932.000	Vehicle Maintenance	20,747	10,627	13,301	18,000	18,000	2.00%
590-551-000-934.000	Repairs & Maintenance	63,301	17,651	13,145	65,000	65,000	2.00%
590-551-000-935.000	Insurance	65,824	69,516	80,814	86,471	86,471	2.00%
590-551-000-940.000	Rentals	-	-	-	1,000	1,000	2.00%
590-551-000-943.000	Equipment Rental - MP	5,321	520	858	1,000	1,000	2.00%
590-551-000-956.001	Contingency	-	-	-	400	400	2.00%
590-551-000-961.641	Public Works Overhead	2,199	156	1,270	1,500	1,500	2.00%
590-551-000-995.406	Cont -Equip . Replacement Fd.	-	-	-	-	[1] -	0.00%
	Total Dept 551 Expenses	374,619	297,155	337,646	450,259	450,259	
Dept 553 Sludge Handling							
Personal Services							
590-553-000-702.000	Termination Pay	-	8,567	-	-	-	0.00%
590-553-000-703.000	Salaries and Wages	85,892	47,585	52,993	78,997	78,997	3.00%
590-553-000-707.000	Wages - temporary	-	-	13	27,434	27,434	3.00%
590-553-000-708.000	Unemployment Comp.	11	10	8	18	18	3.00%
590-553-000-709.000	Employers FICA	6,348	3,714	4,699	8,611	8,611	3.00%
590-553-000-713.000	Overtime	8,227	4,323	9,634	6,000	6,000	3.00%
590-553-000-715.000	Pension-General	9,224	4,882	7,322	10,274	10,274	3.00%
590-553-000-716.000	Pension-MERS DC	1,122	321	1,597	2,481	2,481	3.00%
590-553-000-718.000	Health Insurance	28,650	20,690	16,866	35,326	35,326	3.00%

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 590 Sewer Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Dept 553 Sludge Handling							
Personal Services (Continued)							
590-553-000-723.000	Health - MERS HSA	1,850	712	2,289	3,700	3,700	3.00%
590-553-000-724.000	Workers Compensation	857	319	525	464	464	3.00%
590-553-000-725.000	Other Fringe Benefits	962	455	233	1,861	1,861	3.00%
Material and Supplies							
590-553-000-756.000	Operating Supplies	-	-	72	1,000	1,000	2.00%
590-553-000-759.000	Gasoline	8,546	10,459	10,674	14,000	14,000	2.00%
590-553-000-763.000	Laboratory Supplies	-	20	-	1,000	1,000	2.00%
590-553-000-773.000	Laundry	-	-	16	1,000	1,000	2.00%
590-553-000-778.000	Equipment Maint. Supplies	3,997	6,680	5,358	4,200	4,200	2.00%
Contractual and Other							
590-553-000-723.001	Health Insurance-Retirees	27,708	21,164	21,490	27,600	27,600	3.00%
590-553-000-818.000	Contractual Services	234,024	310,155	415,632	300,000	300,000	2.00%
590-553-000-921.000	Utilities-Gas	31,090	35,993	29,363	65,000	65,000	2.00%
590-553-000-931.001	Equipment Maintenance	35	389	21	3,000	3,000	2.00%
590-553-000-932.001	Vehicle Maint. Serv.	-	59	-	5,000	5,000	2.00%
590-553-000-935.000	Insurance	3,829	3,978	4,611	4,857	4,857	2.00%
590-553-000-943.000	Equipment Rental -MP	-	424	418	600	600	2.00%
590-553-000-961.641	Public Works Overhead	-	-	343	700	700	2.00%
590-553-000-995.406	Cont-Equip. Replacement Fd.	-	-	-	-	-	0.00%
	Total Dept 553 Expenses	452,372	480,899	584,177	603,123	603,123	
Dept 554 Administration							
Personal Services							
590-554-000-702.000	Termination Pay	-	9,267	-	-	-	0.00%
590-554-000-703.000	Salaries and Wages	148,911	156,247	179,026	186,657	186,657	3.00%
590-554-000-708.000	Unemployment Comp.	8	8	9	11	11	3.00%
590-554-000-709.000	Employers FICA	10,741	12,691	12,220	14,290	14,290	3.00%
590-554-000-715.000	Pension-General	13,806	10,143	12,572	21,897	21,897	3.00%
590-554-000-716.000	Pension-MERS DC	2,220	2,388	6,195	4,732	4,732	3.00%
590-554-000-716.001	Retirement-Contractual	-	4,170	5,362	7,500	7,500	3.00%
590-554-000-718.000	Health Insurance	18,966	16,090	15,121	19,471	19,471	3.00%
590-554-000-723.000	Health - MERS HSA	1,800	2,461	4,314	2,775	2,775	3.00%
590-554-000-724.000	Workers Compensation	1,395	621	581	586	586	3.00%
590-554-000-725.000	Other Fringe Benefits	734	635	460	2,127	2,127	3.00%
Material and Supplies							
590-554-000-752.000	Supplies	775	916	1,713	1,100	1,100	2.00%
590-554-000-756.000	Operating Supplies	1,746	1,816	992	4,900	4,900	2.00%
Contractual and Other							
590-554-000-723.001	Health Ins. - Retirees	4,315	3,383	4,146	4,870	4,870	3.00%
590-554-000-808.000	Audit Fees	4,144	2,851	3,629	3,810	3,810	2.00%
590-554-000-818.000	Contractual Services	3,869	88	103	500	500	2.00%
590-554-000-818.038	Cont.Serv.-MDEQ SAW Grant	34,238	787,327	528,431	-	-	0.00%
590-554-000-820.000	Consultant Services	161,566	101,284	-	300,000	300,000	2.00%
590-554-000-853.000	Telephone	13,372	8,390	8,191	13,500	13,500	2.00%
590-554-000-861.000	Auto Allowance	-	-	-	200	200	2.00%
590-554-000-880.000	Community Promotion	217,125	221,059	177,829	57,500	57,500	2.00%
590-554-000-902.000	Advertising	308	172	466	2,000	2,000	2.00%
590-554-000-910.000	Education & Training	2,211	3,344	584	5,000	5,000	2.00%
590-554-000-913.000	Travel	2,300	1,238	264	2,000	2,000	2.00%
590-554-000-915.000	Memberships and Dues	785	710	1,091	1,500	1,500	2.00%
590-554-000-934.000	Repairs & Maintenance	2,051	2,571	1,797	2,200	2,200	2.00%
590-554-000-961.101	Admin.-General Fund	199,119	190,121	182,846	198,500	198,500	2.00%
590-554-000-962.000	Uncollectible Accounts	-	-	-	-	-	0.00%
590-554-000-995.386	Cont.-2018 Cap. Imp. D/S Fd.	-	-	-	-	-	0.00%
590-554-000-995.591	Cont.-Water Fund	-	-	-	-	-	0.00%

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

(Continued)

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 590 Sewer Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Capital Outlay							
590-554-000-968.000	Depreciation	-	-	-	-	-	0.00%
590-554-000-968.001	Depreciation - Mun. Assets	-	-	-	-	-	0.00%
590-554-000-968.002	Depreciation - Other Assets	-	-	-	-	-	0.00%
	Total Dept 554 Expenses	846,505	1,539,991	1,147,942	857,626	857,626	
Dept 555 Capital Acquisitions							
Capital Outlay							
590-555-000-985.006	Treatment Plant	-	86,010	-	300,000	300,000	3.00%
	Total Sewer Plant Operations Expenses	\$3,253,391	\$4,002,574	\$3,700,185	\$4,144,114	\$4,144,114	

[1] These expenses are removed from this section of the report as they are transferred to the funds in other tabs.

[2] Depreciation is removed from this report as this study is performed on the cash basis.

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 404 Sanitary Sewer Maintenance Fund

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Operating Expenses							
Dept 456 Sanitary Sewer Maintenance							
Personal Services							
404-456-000-703.000	Salaries and Wages	\$58,325	\$63,342	\$64,209	\$66,874	\$66,874	3.00%
404-456-000-708.000	Unemployment	5	5	6	8	8	3.00%
404-456-000-709.000	Employers FICA	4,535	4,854	5,097	5,942	5,942	3.00%
404-456-000-713.000	Overtime	5,326	4,219	7,641	9,296	9,296	3.00%
404-456-000-715.000	Pension - General	6,492	6,582	8,717	9,647	9,647	3.00%
404-456-000-716.000	Pension - MERS DC	260	317	404	756	756	3.00%
404-456-000-718.000	Health Insurance	13,503	13,579	12,411	18,861	18,861	3.00%
404-456-000-723.000	Health - MERS HAS	450	520	610	1,062	1,062	3.00%
404-456-000-724.000	Workers Compensation	1,192	929	785	801	801	3.00%
404-456-000-725.000	Other Fringe Benefits	592	373	296	1,368	1,368	3.00%
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Material and Supplies							
404-456-000-756.000	Operating Supplies	120	624	2,403	-	-	0.00%
404-456-000-782.000	Materials	20,150	24,085	35,523	60,000	60,000	2.00%
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Contractual and Other							
404-456-000-818.000	Contractual Services	215	-	-	15,000	15,000	2.00%
404-456-000-853.000	Telephone	2,176	2,455	3,107	3,200	3,200	2.00%
404-456-000-935.000	Insurance	-	-	-	4,815	4,815	2.00%
404-456-000-943.000	Equipment Rental - MP	97,008	105,972	58,825	154,481	154,481	2.00%
404-456-000-961.641	PW Overhead	36,683	39,000	29,726	63,530	63,530	2.00%
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Capital Outlay							
404-456-000-984.000	Materials	-	-	-	1,000	1,000	2.00%
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	
	Total Sanitary Sewer Maintenance Expenses	<u>\$247,032</u>	<u>\$266,856</u>	<u>\$229,760</u>	<u>\$416,641</u>	<u>\$416,641</u>	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 405 Sanitary Sewer Replacement Fund

	Fiscal Year Ended				Test Year	Multiplier	
	6/30/2018	6/30/2019	6/30/2020	6/30/2021			
	(-----Per Client-----)						
Operating Expenses							
Dept 457 New Sewer Construction							
Personal Services							
405-457-000-703.000	Salaries and Wages	\$52,904	\$53,713	\$51,926	\$69,585	\$69,585	3.00%
405-457-000-708.000	Unemployment	4	3	3	7	7	3.00%
405-457-000-709.000	Employers FICA	3,951	3,798	3,717	5,323	5,323	3.00%
405-457-000-715.000	Pension - General	5,639	5,191	6,412	8,642	8,642	3.00%
405-457-000-716.000	Pension - MERS DC	-	-	-	231	231	3.00%
405-457-000-718.000	Health Insurance	12,272	10,485	9,655	9,872	9,872	3.00%
405-457-000-723.000	Health - MERS HAS	-	-	-	239	239	3.00%
405-457-000-724.000	Workers Compensation	331	150	146	193	193	3.00%
405-457-000-725.000	Other Fringe Benefits	886	538	312	845	845	2.00%
Material and Supplies							
405-457-000-782.000	Materials	-	112	-	1,000	1,000	2.00%
Contractual and Other							
405-457-000-818.000	Contractual Services	839,838	360,872	440,025	881,167	881,167	2.00%
405-457-000-943.000	Equipment Rental - MP	25	51	-	2,000	2,000	2.00%
405-457-000-961.641	PW Overhead	-	-	-	1,000	1,000	2.00%
405-457-000-961.642	ENG Overhead	44,616	43,657	42,504	55,668	55,668	2.00%
405-457-000-984.000	Software	-	-	5,875	5,875	5,875	2.00%
	Total Sanitary Sewer Replacement Expenses	\$960,466	\$478,570	\$560,575	\$1,041,647	\$1,041,647	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 406 Wastewater Equipment Replacement Fund

	Fiscal Year Ended				Test Year	Multiplier
	6/30/2018	6/30/2019	6/30/2020	6/30/2021		
	(-----Per Client-----)					
Operating Expenses						
Dept 548 Wastewater Equipment Replacement						
Capital Outlay						
406-548-000-975.000	Building Additions	\$6,891	-	-	-	0.00%
406-548-000-975.075	DPW WTP/WWTP Bldgs	2,620	\$450,000	\$1,855,555	\$300,000	0.00%
406-548-000-981.000	Vehicles/Enterprise Lease	416,878	50,000	-	250,000	\$50,000 2.00%
406-548-000-985.000	Machinery & Equipment	114,368	135,000	351,159	740,000	140,000 2.00%
406-548-000-985.001	Meters	867	15,000	762	15,000	15,000 2.00%
406-548-000-985.003	Pumping Station	-	625,000	-	625,000	- 0.00%
406-548-000-985.006	Treatment Plant	400,811	1,000,000	11,154	100,000	- 0.00%
	Total Wastewater Equipment Replacement Expenses	\$942,435	\$2,275,000	\$2,218,630	\$2,030,000	\$205,000

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

Fund 591 Water Fund - Contributed Sewage Fund Portion


	Fiscal Year Ended				Test Year	Multiplier
	6/30/2018	6/30/2019	6/30/2020	6/30/2021		
	(-----Per Client-----)					
Operating Expenses						
Dept 558 Billing & Collection						
Personal Services						
591-558-000-702.000 Termination Pay	-	-	\$2,922	-	-	0.00%
591-558-000-703.000 Salaries and Wages	\$201,958	\$242,649	247,113	\$333,483	\$166,742	3.00%
591-558-000-707.000 Wages - Temporary	30,858	16,704	12,600	16,068	8,034	3.00%
591-558-000-708.000 Unemployment Comp.	258	749	987	48	24	3.00%
591-558-000-709.000 Employers FICA	16,838	18,541	18,664	27,550	13,775	3.00%
591-558-000-713.000 Overtime	3,594	1,396	1,962	10,000	5,000	3.00%
591-558-000-715.000 Pension - General	19,621	23,004	28,888	41,915	20,958	3.00%
591-558-000-716.000 Pension - MERS DC	3,775	4,900	4,492	6,027	3,014	3.00%
591-558-000-716.001 Retirement - Contractual	1,155	2,207	1,156	-	-	0.00%
591-558-000-718.000 Health Insurance	62,106	59,061	51,745	101,648	50,824	3.00%
591-558-000-723.000 Health - MERS HSA	6,229	7,320	6,731	9,250	4,625	3.00%
591-558-000-724.000 Workers Compensation	520	150	151	117	59	3.00%
591-558-000-725.000 Other Fringe Benefits	2,107	4,357	2,676	8,726	4,363	3.00%
Material and Supplies						
591-558-000-752.000 Office Supplies	6,775	7,181	6,767	17,730	8,865	2.00%
Contractual and Other						
591-558-000-723.001 Health Insurance - Retirees	20,627	16,450	14,885	22,483	11,242	2.00%
591-558-000-808.000 Audit Fees	3,085	2,084	3,868	4,138	2,069	2.00%
591-558-000-810.000 EPAY Costs	4,706	4,819	4,911	5,517	2,759	2.00%
591-558-000-818.000 Contractual Services	7,411	6,565	6,678	9,807	4,904	2.00%
591-558-000-851.000 Postage	22,580	27,500	26,422	32,000	16,000	2.00%
591-558-000-853.000 Telephone	2,043	2,284	1,689	3,000	1,500	2.00%
591-558-000-900.000 Printing & Publishing	2,391	225	3,811	2,140	1,070	2.00%
591-558-000-908.002 Residency Allowance	3,600	3,600	3,600	3,600	1,800	2.00%
591-558-000-910.000 Education & Training	134	208	60	4,000	2,000	2.00%
591-558-000-913.000 Travel	110	4	53	500	250	2.00%
591-558-000-915.000 Memberships & Dues	475	488	400	500	250	2.00%
591-558-000-931.002 Office Equipment Maintenance	5,511	5,236	6,221	6,068	3,034	2.00%
591-558-000-935.000 Insurance	7,391	7,629	7,901	8,454	4,227	2.00%
591-558-000-945.000 Office Equipment Rental	-	-	-	500	250	2.00%
591-558-000-961.101 Admin - General Fund	40,422	37,335	46,544	44,473	22,237	2.00%
591-558-000-962.000 Uncollectible Accounts	-	-	-	5,000	2,500	2.00%
Capital Outlay						
591-558-000-971.011 City Hall Improvements	-	-	-	50,000	50,000	2.00%
591-558-000-980.001 Office Equipment	793	-	12,571	13,000	13,000	2.00%
591-558-000-984.000 Software	-	862	-	1,000	1,000	2.00%
Total Sewage Fund Contributed Expenses	\$477,073	\$503,508	\$526,468	\$788,742	\$426,371	

CITY OF JACKSON (MICHIGAN) SEWAGE FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

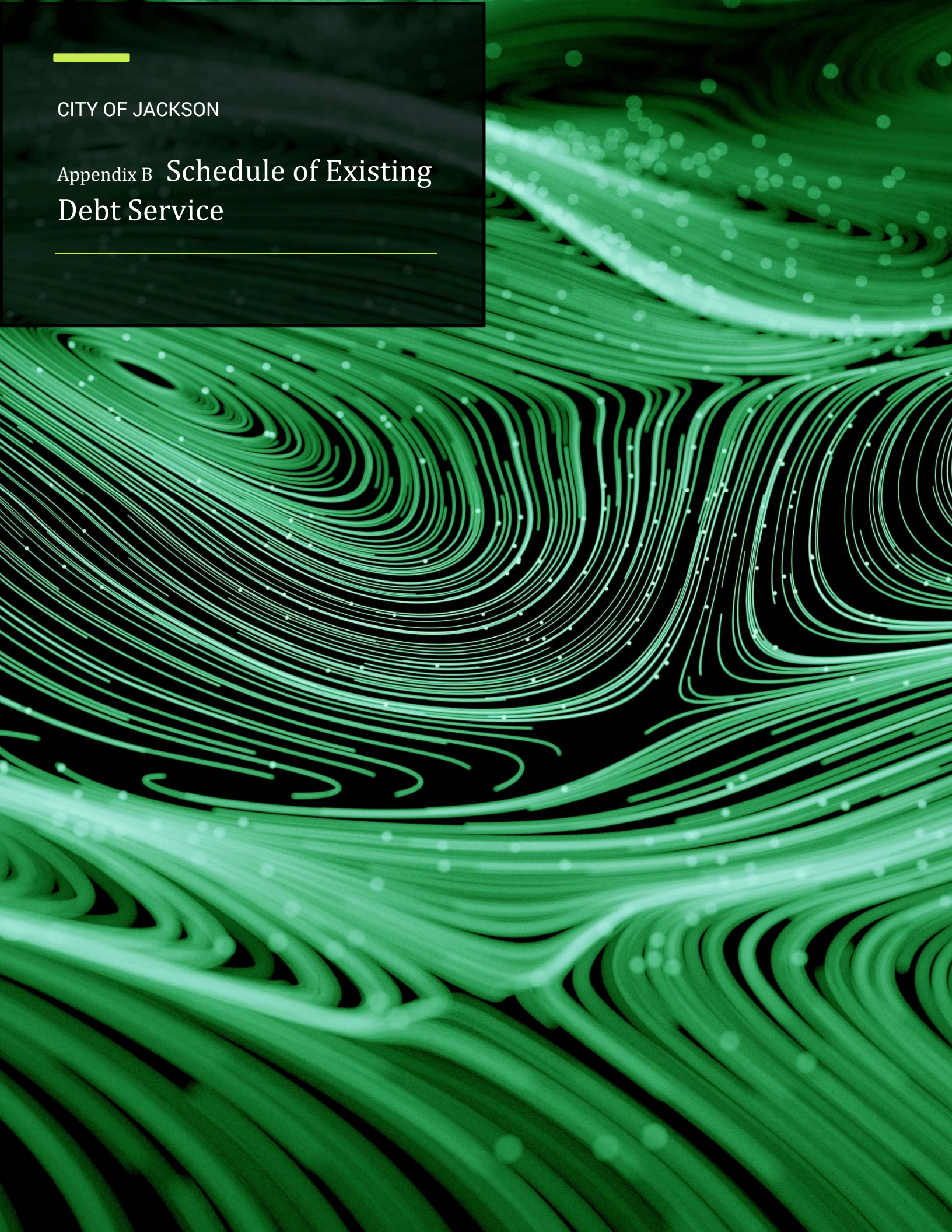
Fund 101 General Fund - Contributed Sewage Fund Portion

		Fiscal Year Ended				Test Year	Multiplier
		6/30/2018	6/30/2019	6/30/2020	6/30/2021		
		(-----Per Client-----)					
Operating Expenses							
Dept 728 Economic Development							
Personal Services							
101-728-000-703.000	Salaries and Wages	\$53,564	\$100,000	\$115,000	-	-	0.00%
101-728-000-708.000	Unemployment	3	18	25	-	\$13	2.00%
101-728-000-709.000	Employers FICA	5,254	7,660	8,900	-	4,450	2.00%
101-728-000-715.000	Pension - General	60	5,500	14,580	-	7,290	2.00%
101-728-000-716.000	Pension - MERS DC	-	2,450	3,500	-	1,750	2.00%
101-728-000-716.001	Retirement - Contractual	10,481	5,000	11,500	-	5,750	2.00%
101-728-000-718.000	Health Insurance	4,558	20,000	18,700	-	9,350	2.00%
101-728-000-723.000	Health Ins. - MERS HSA	1,041	1,750	1,750	-	875	2.00%
101-728-000-724.000	Workers Compensation	449	300	355	-	178	2.00%
101-728-000-725.000	Other Fringe Benefits	320	1,200	1,200	-	-	0.00%
Material and Supplies							
101-728-000-752.000	Office Supplies	2,519	7,000	8,000	-	4,000	0.00%
Contractual and Other							
101-728-000-818.034	Start-Up-in-a-Day	14,646	-	-	-	-	0.00%
101-728-000-818.049	Planning, Eng. & Design	309,293	151,500	275,000	\$40,000	51,745	2.00%
101-728-000-853.000	Telephone	1,312	1,725	1,800	-	900	2.00%
101-728-000-861.000	Auto Allowance	2,400	2,400	2,400	-	1,200	2.00%
101-728-000-880.000	Community Promotion	13,481	14,500	45,000	20,000	20,000	2.00%
101-728-000-900.000	Printing & Publishing	-	950	2,000	-	1,000	2.00%
101-728-000-910.000	Education & Training	630	1,000	5,000	-	2,500	2.00%
101-728-000-913.000	Travel	5,502	9,450	18,000	-	9,000	2.00%
101-728-000-915.000	Memberships & Dues	1,174	1,820	3,200	5,000	5,000	2.00%
101-728-000-930.002	Bldg. Maint.-Hayes	7,561	11,500	75,000	50,000	50,000	2.00%
Capital Outlay							
101-728-000-971.000	Land Acquisition	1,242	120,000	100,000	-	50,000	2.00%
Total Sewage Fund Contributed Expenses		\$435,490	\$465,723	\$710,910	\$115,000	\$225,000	



CITY OF JACKSON

Appendix B Schedule of Existing
Debt Service



CITY OF JACKSON (MICHIGAN) SEWAGE FUND

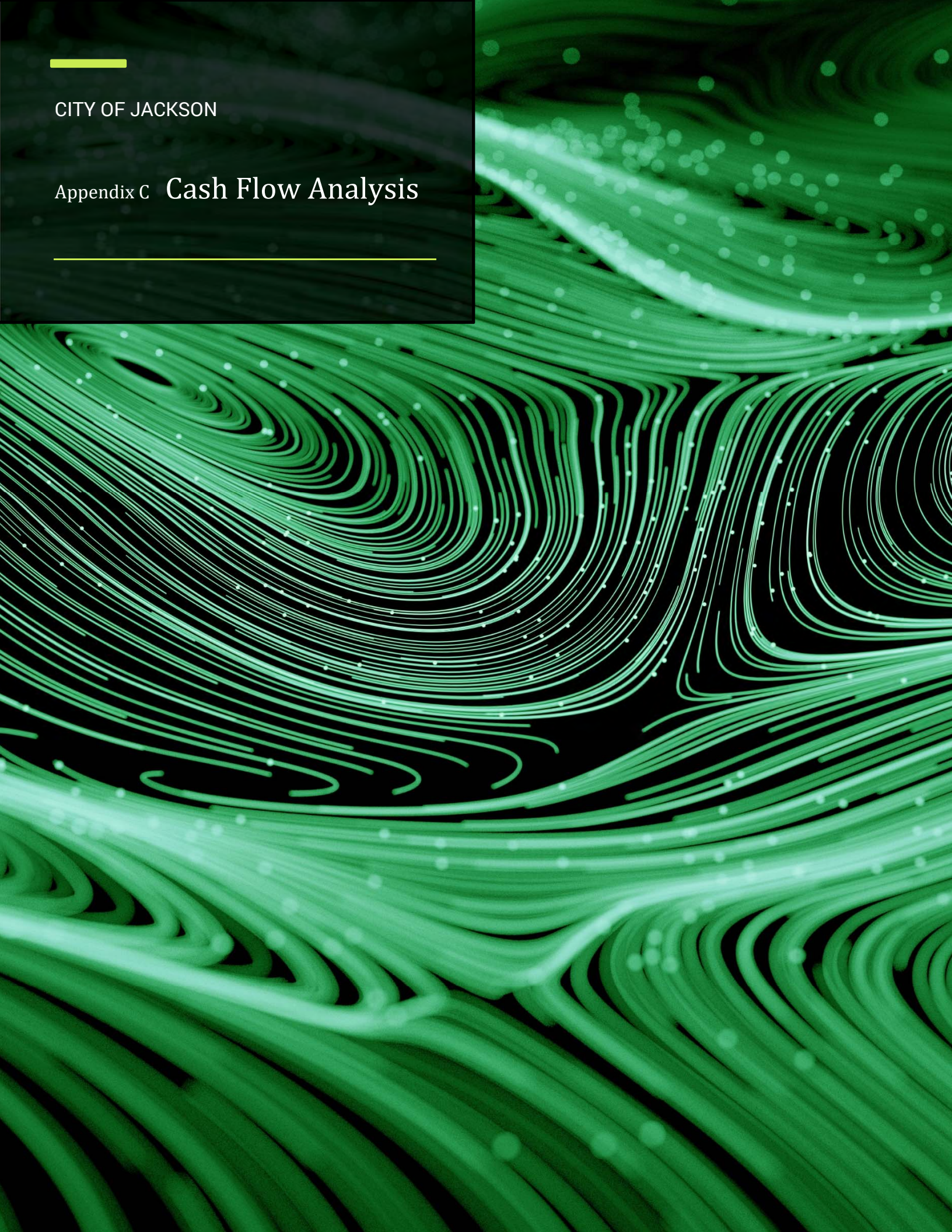
**SCHEDULE OF AMORTIZATION OF \$2,216,948 PRINCIPAL AMOUNT OUTSTANDING
OF 2018 CAPITAL IMPROVEMENT BONDS - SEWAGE FUND PORTION**

Payment Date	Principal Balance (In Dollars)	Interest Rate (%)	Debt Service			Fiscal Year Total
			Principal *	Interest	Total	
-----In Dollars-----						
12/01/20	\$2,216,948			\$53,071.89	\$53,071.89	
06/01/21	2,216,948	2.500	\$133,200	53,071.89	186,271.89	\$239,343.78
12/01/21	2,083,748			51,406.89	51,406.89	
06/01/22	2,083,748	4.000	137,363	51,406.89	188,769.39	240,176.28
12/01/22	1,946,385			48,659.64	48,659.64	
06/01/23	1,946,385	5.000	137,363	48,659.64	186,022.14	234,681.78
12/01/23	1,809,023			45,225.58	45,225.58	
06/01/24	1,809,023	5.000	145,688	45,225.58	190,913.08	236,138.66
12/01/24	1,663,335			41,583.39	41,583.39	
06/01/25	1,663,335	5.000	149,850	41,583.39	191,433.39	233,016.78
12/01/25	1,513,485			37,837.14	37,837.14	
06/01/26	1,513,485	5.000	158,175	37,837.14	196,012.14	233,849.28
12/01/26	1,355,310			33,882.76	33,882.76	
06/01/27	1,355,310	5.000	166,500	33,882.76	200,382.76	234,265.52
12/01/27	1,188,810			29,720.26	29,720.26	
06/01/28	1,188,810	5.000	174,825	29,720.26	204,545.26	234,265.52
12/01/28	1,013,985			25,349.63	25,349.63	
06/01/29	1,013,985	5.000	183,150	25,349.63	208,499.63	233,849.26
12/01/29	830,835			20,770.88	20,770.88	
06/01/30	830,835	5.000	193,140	20,770.88	213,910.88	234,681.76
12/01/30	637,695			15,942.38	15,942.38	
06/01/31	637,695	5.000	202,298	15,942.38	218,239.88	234,182.26
12/01/31	435,398			10,884.94	10,884.94	
06/01/32	435,398	5.000	212,288	10,884.94	223,172.44	234,057.38
12/01/32	223,110			5,577.75	5,577.75	
06/01/33	223,110	5.000	223,110	5,577.75	228,687.75	234,265.50
Totals			<u>\$2,216,948</u>	<u>\$839,826.26</u>	<u>\$3,056,773.76</u>	<u>\$3,056,773.76</u>

* Sewer fund is responsible for 16.65% of the 2018 Capital Improvement Bonds.

CITY OF JACKSON

Appendix C Cash Flow Analysis



CITY OF JACKSON (MICHIGAN) SEWAGE FUND

CASH FLOW ANALYSIS

	<u>2020/21</u>		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>	<u>2030/31</u>
		Increases										
		Per Year										
Assumptions												
Non-Contract Customers												
Inside City Meter Equivalents	15,611		15,611	15,611	15,611	15,611	15,611	15,611	15,611	15,611	15,611	15,611
Inside City Readiness Charge Rate (daily)	\$0.06501	4.00%	\$0.06761	\$0.07031	\$0.07312	\$0.07604	\$0.07908	\$0.08224	\$0.08553	\$0.08895	\$0.09251	\$0.10
Outside City Meter Equivalents	300		300	300	300	300	300	300	300	300	300	300
Outside City Readiness Charge Rate (daily)	\$0.13004	4.00%	\$0.13524	\$0.14065	\$0.14628	\$0.15213	\$0.15822	\$0.16455	\$0.17113	\$0.17798	\$0.18510	\$0.19
Commodity Usage (yearly in 100 cu.ft.)	1,293,046		1,293,046	1,293,046	1,293,046	1,293,046	1,293,046	1,293,046	1,293,046	1,293,046	1,293,046	1,293,046
Commodity charge (per 100 cu.ft.)	\$2.13	4.00%	\$2.22	\$2.31	\$2.40	\$2.50	\$2.60	\$2.70	\$2.81	\$2.92	\$3.04	\$3.16
Unmetered User Bill Number	68		68	68	68	68	68	68	68	68	68	68
Unmetered User Charge (quarterly)	\$57.28	4.00%	\$59.57	\$61.95	\$64.43	\$67.01	\$69.69	\$72.48	\$75.38	\$78.40	\$81.54	\$84.80
Bill number (yearly)	69,626		69,626	69,626	69,626	69,626	69,626	69,626	69,626	69,626	69,626	69,626
Billing Charge (per bill)	\$7.43	4.00%	\$7.73	\$8.04	\$8.36	\$8.69	\$9.04	\$9.40	\$9.78	\$10.17	\$10.58	\$11.00
Contract Customers (yearly revenue per line item)												
Blackman Flow Charge	\$697,903	4.00%	\$725,819	\$754,852	\$785,046	\$816,448	\$849,106	\$883,070	\$918,393	\$955,129	\$993,334	\$1,033,067
Blackman Extra Strength Charge	1,183,281	0.00%	1,183,281	1,183,281	1,183,281	1,183,281	1,183,281	1,183,281	1,183,281	1,183,281	1,183,281	1,183,281
Summit Flow Charge	457,648	4.00%	475,954	494,992	514,792	535,383	556,799	579,071	602,234	626,323	651,376	677,431
Summit Extra Strength Charge	510,109	0.00%	510,109	510,109	510,109	510,109	510,109	510,109	510,109	510,109	510,109	510,109
Spring Arbor Flow Charge	145,171	4.00%	150,978	157,017	163,298	169,830	176,623	183,688	191,035	198,677	206,624	214,889
Spring Arbor Extra Strength Charge	218,739	0.00%	218,739	218,739	218,739	218,739	218,739	218,739	218,739	218,739	218,739	218,739
Napoleon Flow Charge	20,127	4.00%	20,932	21,770	22,641	23,546	24,488	25,468	26,486	27,546	28,647	29,793
Napoleon Extra Strength Charge	29,049	0.00%	29,049	29,049	29,049	29,049	29,049	29,049	29,049	29,049	29,049	29,049
<i>Typical City homeowner's quarterly bill (assumes 1,800 cf/quarter)</i>	\$51.62		\$53.77	\$55.95	\$58.14	\$60.53	\$62.96					
Revenue												
Inside City Readiness Charge Revenue	\$365,351		\$379,963	\$395,137	\$410,929	\$427,339	\$444,424	\$462,183	\$480,672	\$499,892	\$519,899	\$540,693
Outside City Readiness Charge Revenue	14,044		14,606	15,190	15,798	16,430	17,087	17,771	18,482	19,221	19,990	20,789
Commodity Revenue	2,754,188		2,870,562	2,986,936	3,103,310	3,232,615	3,361,919	3,491,224	3,633,459	3,775,694	3,930,860	4,086,025
Unmetered User Revenue	3,895		4,051	4,213	4,381	4,557	4,739	4,929	5,126	5,331	5,545	5,766
Billing Revenue	517,321		538,209	559,793	582,073	605,050	629,419	654,484	680,942	708,096	736,643	765,886
Township Customers Flow Charge	1,320,850		1,373,684	1,428,631	1,485,776	1,545,207	1,607,016	1,671,296	1,738,148	1,807,674	1,879,981	1,955,180
Township Customers Extra Strength Charge	1,941,179		1,941,179	1,941,179	1,941,179	1,941,179	1,941,179	1,941,179	1,941,179	1,941,179	1,941,179	1,941,179
Other	161,424		161,424	161,424	161,424	161,424	161,424	161,424	161,424	161,424	161,424	161,424
Total revenue	7,078,252		7,283,677	7,492,502	7,704,871	7,933,800	8,167,207	8,404,490	8,659,432	8,918,512	9,195,521	9,476,943
Less: Total operating expenditures - Fund 590 [1]	(4,144,114)		(4,244,469)	(4,347,354)	(4,452,838)	(4,560,987)	(4,671,872)	(4,785,565)	(4,902,139)	(5,021,671)	(5,144,237)	(5,269,919)
Cash funded maintenance of sanitary sewers - Fund 404	(416,641)		(426,120)	(435,823)	(445,755)	(455,923)	(466,331)	(476,987)	(487,895)	(499,062)	(510,496)	(522,201)
Cash funded replacement of sanitary sewers - Fund 405	(1,041,647)		(1,063,421)	(1,085,658)	(1,108,370)	(1,131,565)	(1,155,256)	(1,179,452)	(1,204,164)	(1,229,405)	(1,255,185)	(1,281,516)
Cash funded replacement of sewage treatment plant equipment - Fund 406	(2,030,000)		(209,100)	(213,282)	(217,548)	(221,899)	(226,337)	(230,863)	(235,481)	(240,190)	(244,994)	(249,894)
Cash funded 50% Water Fund billing & collection expenses - Fund 591	(394,371)		(437,673)	(449,283)	(461,212)	(473,468)	(486,060)	(498,997)	(512,289)	(525,947)	(539,980)	(554,399)
Cash funded 50% General Fund economic development expenses - Fund 101	(57,500)		(229,420)	(233,928)	(238,527)	(243,218)	(248,002)	(252,882)	(257,860)	(262,937)	(268,115)	(273,398)
Net operating revenue	(1,006,021)		673,475	727,173	780,621	846,741	913,350	979,745	1,059,605	1,139,301	1,232,514	1,325,616
Less: Current debt service payments	(239,344)		(240,176)	(234,682)	(236,139)	(233,017)	(233,849)	(234,266)	(234,266)	(233,849)	(234,682)	(234,182)
Estimated cash funded capital improvements	-		(2,200,000)	(1,400,000)	-	-	-	-	(500,000)	-	-	-
Estimated debt service #1 2023/24 bonds [2]	-		-	-	(149,000)	(820,000)	(820,000)	(820,000)	(820,000)	(820,000)	(820,000)	(820,000)
Estimated debt service #2 2028/29 bonds [3]	-		-	-	-	-	-	-	-	(83,000)	(455,000)	(455,000)
Net cash flow	<u>(\$1,245,365)</u>		<u>(\$1,766,701)</u>	<u>(\$907,509)</u>	<u>\$395,482</u>	<u>(\$206,276)</u>	<u>(\$140,500)</u>	<u>(\$74,521)</u>	<u>(\$494,661)</u>	<u>\$2,452</u>	<u>(\$277,168)</u>	<u>(\$183,567)</u>
Cash & investments		\$13,676,148	\$12,430,783	\$10,664,082	\$9,756,573	\$10,152,055	\$9,945,779	\$9,805,279	\$9,730,758	\$9,236,097	\$9,238,549	\$8,961,381

[1] Fund 590 operating expenses exclude the contribution to other funds.

[2] Estimated debt service payments based on a \$9,900,000 15-year open market bond issue at current market rates.

[3] Estimated debt service payments based on a \$5,500,000 15-year open market bond issue at current market rates.

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: May 11, 2021
SUBJECT: Confirmation of Special Assessment Roll No. 3422

Recommendation:

RECESS AS A CITY COUNCIL AND CONVENE AS A BOARD OF REVIEW:

A. Public Hearing on Special Assessment Roll No. 3422 for street reconstruction and water and sewer main replacement on Morrell Street from Greenwood Avenue to S. Martin Luther King Jr. Drive.

1. Resolution confirming Roll No. 3422

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

Attached is the resolution.

I recommend adoption of the resolution after its public hearing is held. Your consideration and concurrence is appreciated.

RESOLUTION
STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Morrell Street, from Greenwood Avenue to S. Martin Luther King Jr. Drive which assessments were by him placed on Assessment Roll No. 3422 in the amount of \$123,402.88 and reported to the City Council as its meeting held on the 11th day of May, 2021; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday May 11, 2021, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3422 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 1.25% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have affixed my
signature and the Seal of the City of Jackson, Michigan, on
this 12th day of May 2021.

Andrea Muray, City Clerk

April 16, 2021

Andrea Murray, City Clerk
161 W. Michigan Avenue
Jackson, MI 49201

Please place on the agenda for Tuesday, May 11, 2021, the following special assessment roll(s), setting a public hearing for **Tuesday, May 11, 2021**:

<u>ROLL NUMBER</u>	<u>ROLL PURPOSE</u>	<u>AMOUNT ASSESSED</u>	<u>INSTALLMENTS</u>
3422	Reconstruct Morrell, Greenwood to S. Martin Luther King Jr. Drive	\$123,402.88	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, May 11, 2021.

Sincerely,



Deborah Koehn
Senior Appraiser

Copy: City Manager's Office, Engineering, Water Department, Public Works,
NEO, Finance, File

Roll for Year 2020
 Population: Special Assessment District (3422)
 Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3422	4-0496.1000 RPV MORRELL, GRNW JACK & DAVE LLC 212 W BIDDLE ST JACKSON MI 49203	0.00 0.00	0.00		0.00	3,987.50 0.00	3,987.50
0497, 0498, 0499, 0500.1 COM AT INTERS OF N LN OF MORRELL ST & ELY LN OF GREENWOOD AVE TH E 176.70 FT ALG N LN OF MORRELL ST TH N 133.11 FT TH W 107.55 FT TO ELY LN OF GREENWOOD AVE TH S 27 DEG 27' W 150 FT TO POB BEING PART OF LOTS 1, 2 & 3 BLK 8 AN EXTENSION OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B8S R1W (E OF GREENWOOD AVE)							
3422	4-0496.2000 RPV MORRELL, GRNW MPD EQUITY HOLDINGS LLC 1435 FULTON ST 2ND FLOOR GRAND HAVEN MI 49417	0.00 0.00	0.00		0.00	45,994.19 0.00	45,994.19
0500, 0502 THRU 0505.1 BEG AT A PT ON N LN OF MORRELL ST 176.7 FT E OF INTERS OF ELY LN OF GREENWOOD AVE & NLY LN OF MORRELL ST TH N 160.5 FT TH E 65.13 T TH N 44.4 FT TH E 86.4 FT TH S 70 FT TH E 148.5 FT TO W LN OF JACKSON ST TH S 138.55 FT TO N LN OF MORRELL ST TH W ALG N LN OF MORRELL ST 301.75 F TO BEG BEING LOT 6 & PART OF LOTS 3 & 7 AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B8S R1W (E OF GREENWOOD AVE)							
3422	4-060300000 RPV MORRELL, GRNW TITTLER MARILYN 142 PEACH ST JACKSON MI 49202	0.00 0.00	0.00		0.00	87.50 0.00	87.50
LAND COM AT INTERS OF N LN OF MORRELL ST WITH W LN OF MECHANIC ST TH W 5.5 RDS TH N 50 FT TH E 5.5 RDS TO W LN OF MECHANIC ST TH S 50 FT TO BEG BEING A PART OF VACATED MORRELL ST LYING BETWEEN BLKS 80 & 81 & A PART OF LOTS 1 & 2 BLK 81 FORD'S WESTERN ADD							
3422	4-060400000 RPV MORRELL, GRNW HORIZON MANAGEMENT LC 2531 JACKSON AVE STE 132 ANN ARBOR MI 48103	0.00 0.00	0.00		0.00	75.00 0.00	75.00
BEG AT PT OF INTERS OF W LN OF MECHANIC ST WITH N LN OF MORRELL ST AS NOW LOCATED & ESTABLISHED TH W ALG N LN OF MORRELL ST 90.75 FT TO A PT WHICH IS POB OF THIS DESC TH N PARA WITH W LN OF MECHANIC ST 50 FT TH W PARA WITH N LN OF MORRELL ST 49.5 FT TO E LN OF ASSESSOR'S SOUTH PLAT TH S ALG E LN OF ASSESSOR'S SOUTH PLAT 50 FT TO N LN OF MORRELL ST TH E ALG N LN OF MORRELL ST 49.5 FT TO BEG BEING A PART OF LOT 2 BLK 81 & PART OF VACATED MORRELL ST FORD'S WESTERN ADD							
3422	4-063900000 RPV MORRELL, GRNW KIRKWOOD STEPHEN ETAL 907 S JACKSON ST JACKSON MI 49203	0.00 0.00	0.00		0.00	3,037.50 0.00	3,037.50

0638

LOTS 34 & 35 ASSESSOR'S SOUTH PLAT

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2020
Population: Special Assessment District (3422)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3422	4-0702.0100 RPV MORRELL, GRNW HILLS NATHANIEL V & HAYLIE L 904 WILLIAMS ST JACKSON MI 49203	0.00 0.00	0.00		0.00	4,187.50 0.00	4,187.50
LOTS 93, 94 & 95 ASSESSOR'S SOUTH PLAT COMBINED ON 07/27/2020 FROM 4-070200000, 4-070100000, 4-070300000							
3422	4-070400000 RPV MORRELL, GRNW ALLEN JEFFERY M 119 ARNOLD ST JACKSON MI 49202	0.00 0.00	0.00		0.00	14,362.50 0.00	14,362.50
0704.1 LOT 96 EX S 66 FT ASSESSOR'S SOUTH PLAT							
3422	4-070800000 RPV MORRELL, GRNW ALLEN JEFFERY M 119 ARNOLD ST JACKSON MI 49202	0.00 0.00	0.00		0.00	2,096.16 0.00	2,096.16
LOT 100 ASSESSOR'S SOUTH PLAT							
3422	4-070900000 RPV MORRELL, GRNW FARRELL BRYAN L & TERRY L 2731 W AUBURN DR SAGINAW MI 48601	0.00 0.00	0.00		0.00	75.00 0.00	75.00
LOT 101 ASSESSOR'S SOUTH PLAT							
3422	4-071100000 RPV MORRELL, GRNW 4 SURE PROPERTY MANAGEMENT LLC 337 PRAIRIE ST JACKSON MI 49203	0.00 0.00	0.00		0.00	2,808.96 0.00	2,808.96
LOT 103 ASSESSOR'S SOUTH PLAT							
3422	4-0724.2000 RPV MORRELL, GRNW LEONARDS JACKSON URBAN DEV LLC 130 STANLEY AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	4,438.93 0.00	4,438.93
E 31.5 FT OF S 73.82 FT OF LOT 118 ASSESSOR'S SOUTH PLAT							
3422	4-072400000 RPV MORRELL, GRNW LEONARDS JACKSON URBAN DEV LLC 130 STANLEY AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	87.50 0.00	87.50
LOT 118 EX N 49.45 FT ALSO EX E 31.5 FT OF S 73.82 FT ASSESSOR'S SOUTH PLAT							
3422	4-072500000 RPV MORRELL, GRNW SUAREZ KRISTINE A & ERNESTO 11600 SW 181ST TER MIAMI FL 33157	0.00 0.00	0.00		0.00	3,811.20 0.00	3,811.20
LOT 119 ASSESSOR'S SOUTH PLAT							

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2020
Population: Special Assessment District (3422)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3422	4-072600000 RPV MORRELL, GRNW ROCHA JESUS R & NORMA 116 W MORRELL ST JACKSON MI 49203	0.00 0.00	0.00		0.00	125.00 0.00	125.00
LOT 120 ASSESSOR'S SOUTH PLAT							
3422	4-072700000 RPV MORRELL, GRNW ROCHA JESUS & NORMA 116 W MORRELL ST JACKSON MI 49203	0.00 0.00	0.00		0.00	3,487.50 0.00	3,487.50
LOT 121 ASSESSOR'S SOUTH PLAT							
3422	4-072800000 RPV MORRELL, GRNW HORIZON MANAGEMENT LC 2531 JACKSON AVE STE 132 ANN ARBOR MI 48103	0.00 0.00	0.00		0.00	6,800.00 0.00	6,800.00
LOT 122 ASSESSOR'S SOUTH PLAT							
3422	4-078900000 RPV MORRELL, GRNW JONES CRYSTAL M 109 W MORRELL ST JACKSON MI 49203	0.00 0.00	0.00		0.00	100.00 0.00	100.00
LOT 2 CHITTOCK'S ADD							
3422	4-079000000 RPV MORRELL, GRNW JONES CRAIG & CRYSTAL 109 W MORRELL ST JACKSON MI 49203	0.00 0.00	0.00		0.00	4,075.00 0.00	4,075.00
LOT 3 CHITTOCK'S ADD							
3422	4-084200000 RPV MORRELL, GRNW TREICHEL CHET & CHRISTINA 908 SECOND ST JACKSON MI 49203	0.00 0.00	0.00		0.00	3,912.83 0.00	3,912.83
LAND COM AT A PT ON S LN OF MORRELL ST 123.2 FT E OF E LN OF MAPLE AVE TH E 61.6 FT TH S 7 RDS TH W 61.6 FT TH N 7 RDS TO BEG BLK 1 C E WEBB'S ADD							
3422	4-084300000 RPV MORRELL, GRNW PETRIE PENNY 2528 HORN AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	3,912.83 0.00	3,912.83
LAND COM AT A PT ON S LN OF MORRELL ST 61.6 FT E OF E LN OF MAPLE AVE TH E 61.6 FT TH S 3.5 RDS TH W 61.6 FT TH N 3.5 RDS TO BEG BLK 1 C E WEBB'S ADD							

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2020
Population: Special Assessment District (3422)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3422 RPV MORRELL, GRNW	4-084400000 PETRIE DANIEL 117 W MORRELL ST JACKSON MI 49203	0.00 0.00	0.00		0.00	87.50 0.00	87.50
LAND COM AT INTERS OF E LN OF MAPLE AVE WITH S LN OF MORRELL ST TH E 61.6 FT TH S 3.5 RDS TH W 61.6 FT TH N 3.5 RDS TO BEG BLK 1 C E WEBB'S ADD							
3422 RPV MORRELL, GRNW	4-085500000 BROWN LEE ROY SR P O BOX 1872 JACKSON MI 49204	0.00 0.00	0.00		0.00	62.50 0.00	62.50
E 33 FT OF N 90.75 FT OF LOT A BLK 2 C E WEBBS ADD							
3422 RPV MORRELL, GRNW	4-0857.1000 BROWN LEE ROY SR P O BOX 1872 JACKSON MI 49204	0.00 0.00	0.00		0.00	4,002.78 0.00	4,002.78
W 31 FT OF LOT 1 BLK 2 C E WEBB'S ADD							
3422 RPV MORRELL, GRNW	4-085700000 LATOSZEWSKI MICHELLE E ETAL 906 MAPLE AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	137.50 0.00	137.50
N 21 FT OF LOT 2 & ALL OF LOT 1 EX W 31 FT THEREOF BLK 2 C E WEBB'S ADD							
3422 RPV MORRELL, GRNW	5-059600000 LANSING INVESTMENT PROPERTIES P O BOX 1 MILLIKEN MI 48861	0.00 0.00	0.00		0.00	4,650.00 0.00	4,650.00
LOT 6 COOLEY PLACE							
3422 RPV MORRELL, GRNW	5-059800000 KIDDER AARON & MELINDA 4036 ERIKA DR PLEASANT LAKE MI 49272	0.00 0.00	0.00		0.00	6,625.00 0.00	6,625.00
0597 LOTS 7 & 8 COOLEY PLACE							
3422 RPV MORRELL, GRNW	5-060900000 SURPLUS ASSET SPECIALISTS INC 2093 PHILADELPHIA PIKE STE 2436 CLAYMONT DE 19703	0.00 0.00	0.00		0.00	75.00 0.00	75.00
W 45 FT OF LOT 17 COOLEY PLACE							

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2020
Population: Special Assessment District (3422)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3422 RPV MORRELL, GRNW COMMUNITY ACTION AGENCY	5-0619.1000 1214 GREENWOOD AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	87.50 0.00	87.50
COM AT INTERS OF W LN OF FRANCIS ST W S LN OF MORRELL ST TH W ON S LN OF MORRELL ST 88 FT FOR POB OF THIS DESC TH W 56 FT TH S 66 FT TH E 56 FT TH N 66 FT TO POB NE 1/4 SE 1/4 SEC 3 T3S R1W							
3422 RPV MORRELL, GRNW COMMUNITY ACTION AGENCY	5-062200000 1214 GREENWOOD AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	112.50 0.00	112.50
LAND COM AT A PT ON S LN OF MORRELL ST 144 FT W OF W LN OF FRANCIS ST TH S 66 FT TH E 28.5 FT TH S 39 FT TH W 61.5 FT TH N 39 FT TH E 17 FT TH N 66 FT TO S LN OF MORRELL ST TH E 16 FT TO BEG NE 1/4 SE 1/4 SEC 3 T3S R1W							
3422 RPV MORRELL, GRNW COMMUNITY ACTION AGENCY	5-062900000 1214 GREENWOOD AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	100.00 0.00	100.00
LAND COM AT A POINT ON S LN OF MORRELL ST 160 FT W OF W LN OF FRANCIS ST TH W 49 FT TH S 95 FT TH E 32 FT TH N 29 FT TH E 17 FT TH N 66 FT TO BEG NE 1/4 SE 1/4 SEC 3 T3S R1W							
Total Parcels: 30		0.00 0.00	0.00		0.00	123,402.88 0.00	123,402.88

MEMO TO: Jonathan Greene, City Manager
FROM: Michael Osborn, Director of Public Works
DATE: April 20, 2021
SUBJECT: CWSRF Public Hearing

Recommendation:

Allow a Public Hearing as required by the State for the Clean Water State Revolving Loan with potential principal forgiveness for the May 11, 2021 Agenda.

Fishbeck has prepared a Project Plan to apply for a Clean Water State Revolving Fund (CWSRF) loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the construction of proposed improvements to the Jackson Wastewater Treatment Plant (WWTP).

The proposed improvements include upgrades to the primary clarifiers and electrical system. The proposed project will occur within the premises of the WWTP site, located at 2995 Lansing Avenue, Jackson, Michigan 49202.

Your consideration and concurrence is appreciated.

**A RESOLUTION ADOPTING A FINAL PROJECT PLAN
FOR WASTEWATER SYSTEM IMPROVEMENTS or
NPS POLLUTION CONTROL/STORMWATER IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Jackson recognizes the need to make improvements to its existing wastewater treatment system; and

WHEREAS, the City of Jackson authorized Fishbeck, Inc. to prepare a Project Plan, which recommends the construction of improvements to the primary clarifier system and electrical system; and

WHEREAS, said Project Plan was presented at a public Jackson City Council meeting on April 27, 2021, and a Public Hearing was held on May 11, 2021, and all public comments have been considered and addressed;

NOW, THEREFORE BE IT RESOLVED, that the City of Jackson formally adopts said Project Plan and agrees to implement the selected alternative (Alternative No. 2 – Optimize Existing Facilities)

BE IT FURTHER RESOLVED, that the Director of Public Works, a position currently held by Michael Osborn, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a revolving fund load to assist in the implementation of the selected alternative.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council on a regular meeting held on May 11, 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



CITY COUNCIL MEETING MINUTES

April 27, 2021

CALL TO ORDER:

The Jackson City Council met virtually, in accordance with City of Jackson Resolution No. 2021-17 and State and Federal guidelines designed to mitigate the spread of COVID-19, and was called to order at 6:33 p.m. by Mayor Derek J. Dobies.

PLEDGE OF ALLEGIANCE AND INVOCATION:

The Council joined in the Pledge of Allegiance. Invocation was given by Fourth Ward Councilmember Laura Dwyer Schlecte in which she shared the various organizations that celebrate awareness in the month of April with an emphasis on National Fair Housing Month.

ROLL CALL:

Present: Mayor Derek Dobies attended remotely from Jackson, Michigan; Vice Mayor Arlene Robinson attended remotely from Jackson, Michigan; Councilmember Freddie Dancy attended remotely from Jackson, Michigan; Councilmember Jeromy Alexander attended remotely from Jackson, Michigan; Councilmember Laura Dwyer Schlecte attended remotely from Jackson, Michigan; Councilmember Karen Bunnell attended remotely from Jackson, Michigan; and Councilmember Will Forgrave attended remotely from Jackson, Michigan.

Also present: City Manager Jonathan Greene, City Assessor Jason Yoakam, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Police and Fire Services Elmer Hitt, Director of Neighborhood and Economic Operations Shane LaPorte, Director of Parks and Recreation Kelli Hoover, Director of Finance Phil Hones, Downtown Development Authority Director Cory Mays, Director of Public Works Mike Osborn, City Engineer Jon Dowling, and Public Information Officer Aaron Dimick.

ADOPTION OF AGENDA:

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to adopt the agenda with the addition of 11F-Chapter 14 under New Business. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS:

Clean Water Revolving Fund Project Plan (CWSRF) presentation from Fishbeck, Thompson, Carr & Huber, Inc.

Erin Szczegielniak from Fishbeck, Thompson, Carr, & Huber made the presentation regarding the Clean Water Revolving Fund Project Plan.

PUBLIC HEARINGS:

Recess as a City Council and Convene as a Board of Review

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to recess as a City Council and convene as a Board of Review. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

A. Public Hearing on Special Assessment Roll No. 3421

Public Hearing on Special Assessment Roll No. 3421 for street reconstruction and water and sewer main replacement on Douglas Street from West Avenue to Mound Avenue.

An objection from Tracey Jones of 758 Douglas Street was read into the record. An objection from Madisen Matthew of 764 Douglas Street was read into the record.

1. Resolution confirming Special Assessment Roll No. 3421

Motion was made by Councilmember Forgrave, seconded by Councilmember Alexander to adopt the resolution confirming Special Assessment Roll No. 3421. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

Adjourn as Board of Review and Reconvene as City Council.

Motion was made by Councilmember Alexander, seconded Councilmember Schlecte to adjourn as a Board of Review and reconvene as City Council. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Public Hearing and Resolution determining the necessity for street reconstruction and water and sewer main replacement on Biddle Street from Mechanic Street to Martin Luther King, Jr. Drive

Public hearing of necessity for street reconstruction and water and sewer main replacement on Biddle Street, from Mechanic Street to Martin Luther King, Jr. Drive.

No correspondence was sent in for the Hearing of Necessity.

1. Consider a resolution ordering the construction and preparation of the special assessment roll.

Motion was made by Vice Mayor Robinson, seconded by Councilmember Alexander to approve a resolution ordering the construction and preparation of the special assessment roll. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Public Hearing and Resolution determining the necessity for street reconstruction and water and sewer main replacement on Cooley Place from Biddle Street to Morrell Street

Public hearing of necessity for street reconstruction and water and sewer main replacement on Cooley Place, from Biddle Street to Morrell Street.

No correspondence was sent in for the Hearing of Necessity.

1. Consider a resolution ordering the construction and preparation of the special assessment roll.

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve the resolution ordering the construction and preparation of the special assessment roll. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

City Clerk Andrea Muray read into the record the citizen comments that were submitted and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. City of Jackson Financial Statements

Accept and place on file the City of Jackson, Michigan Financial Statements for the 9 months ended on March 31, 2021.

B. CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through March 31, 2021

Accept and place on file the CDBG, HOME, and CDBG Homeless Prevention Financial Summaries through March 31, 2021.

C. Letter of Support for request by Jackson County Conservation District for Household Hazardous Waste Collection Event Funding

Accept and place on file the letter of recommendation from the Environmental Commission regarding the Jackson County Conservation District.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to accept and place on file the City of Jackson Financial Statements 9 months ended on March 31, 2021, the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through March 31, 2021, and the Letter of Support from the Environmental Commission regarding the Jackson County Conservation District. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of April 13, 2021

Approve the minutes of the regular City Council Meeting of April 13, 2021.

B. Accept the resignation of Jill Ramsey from the Environmental Commission

Accept with regret, the resignation of Jill Ramsey from the Environmental Commission and express gratitude for her service to the City of Jackson.

- C. Confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2021-2022 and final funding allocations for these projects**
Confirm CDBG and HOME projects for Fiscal Year 2021-2022 and final funding allocations for those projects.
- D. Receive the actuarial valuations as of June 30, 2020 and approve the actuarial funding necessary for the fiscal year 2021-2022**
Funding letters for pension systems Act 345 Policeman's & Firemen's Retirement Plan, Employees Retirement System and Policemens and Firemens Retirement System.
- E. Approve a revocable license for a Blade Sign for Windy Hill Creations at 217 N. Jackson Street**
Approve a revocable license for Windy Hill Creations for the installation of a building mounted blade sign within Jackson Street public right-of-way at 217 N. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate documents.
- F. Special event application for Food Truck Tuesdays**
Approve a request from the Jackson Downtown Development Authority, Michigan Theatre, and Jackson Symphony Orchestra to conduct their Food Truck Tuesday events on June 1 & 15, July 6 & 20, August 3 & 17, 2021 from 11:00 a.m. until 1:00 p.m. in CP Federal City Square and Horace Blackman Park.
- G. Special event application for Friday Film Nights**
Approve a request from the Jackson Downtown Development Authority, Michigan Theatre, and Jackson Symphony Orchestra to conduct their Friday Film Nights on June 11, July 16, and August 6 from 9:30 – 11:30 p.m. in CP Federal City Square and Horace Blackman Park.
- H. Special event application for the Jackson Downtown Development Authority 2021 Cruise Ins and Concerts**
Approve a request from the Jackson Downtown Development Authority, Michigan Theatre, and Jackson Symphony Orchestra to conduct their Cruise In and Concert events on May 28, June 25, July 23, August 27, and September 24, 2021 from 5:00 p.m. to 9:30 p.m. in Downtown Jackson.
- I. Special event application for the Jackson County Veteran's Council Memorial Day Procession and Ceremony**
Approve a request from the Jackson County Veteran's Council to conduct their Memorial Day Procession and Ceremony on Monday, May 31, 2021 on the streets of Downtown Jackson.

J. Special event application for the Together We Can Make a Difference National Day of Prayer

Approve a request from Together We Can Make a Difference to host their National Day of Prayer on Thursday, May 6, 2021 in Austin Blair Park.

K. Special event application for the Home of New Vision Recovery in Our Backyard event

Approve a request from the Home of New Vision to conduct their Recovery in Our Backyard event on Saturday, May 22, 2021 at the Martin Luther King Recreation Center.

L. Approve the Mayor's recommendation to appoint Conner Wood to serve on the Election Commission for a 4 year term, expiring on 12/31/24

M. Approve the Mayor's recommendation to reappoint Bill Benedetto to the Building Code Board of Appeals for a 3 year term, expiring on 12/31/24

N. Recommended adoption of a Corrective Resolution for Special Assessment Roll No 4293

Due to the Coronavirus pandemic, Executive Order 2020-14 provided a temporary extension of the deadline to redeem property for nonpayment of delinquent property taxes. This deadline extension did cause the levy of special assessments against properties that were subsequently foreclosed. With few exceptions, special assessments not being one, the foreclosure process extinguishes all liens.

O. Recommended adoption of a Corrective Resolution for Special Assessment Roll No 4295

Due to the Coronavirus pandemic, Executive Order 2020-14 provided a temporary extension of the deadline to redeem property for nonpayment of delinquent property taxes. This deadline extension did cause the levy of special assessments against properties that were subsequently foreclosed. With few exceptions, special assessments not being one, the foreclosure process extinguishes all liens.

P. A Resolution Supporting H.R. 842

A resolution supporting H.R. 842, protecting the right to organize Act of 2021.

Q. Workers Day Memorial Resolution 2021

A resolution designating April 28, 2021 as a celebration of the importance of workers in the City of Jackson.

Motion was made by Councilmember Forgrave, seconded by Councilmember Alexander to approve the consent calendar after removing Item 9L for separate consideration. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson,

Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Dobies, seconded by Vice Mayor Robinson to approve the Mayor's recommendation to appoint Conner Wood to serve on the Election Commission for a 4 year term, expiring 12/31/24. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy (3). Nays: Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (4). Motion failed.

OTHER BUSINESS: none.

NEW BUSINESS:

A. Work Change Directive - Jackson Water Treatment Plant Filter Pipe Gallery Improvements - Filter effluent piping replacement

Recommendation: *Allow for additional work as part of the Filter Gallery Improvement Project, as unforeseen corrosion issues and deterioration were discovered while work was being done with this current project. The additional cost will be \$304,265.03*

Motion was made by Councilmember Alexander, seconded Councilmember Schlecte to allow for additional work as part of the Filter Galley Improvement Project at an additional cost of \$304,265.03. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. Award the Boos Recreation Center and Loomis Park Architectural Services to Covalle Group Architects of Jackson, Michigan in the amount of \$187,710

Recommendation: *Award the Boos Recreation Center and Loomis Park Architectural Services to Covalle Group Architects of Jackson, Michigan and authorize the Mayor and Clerk to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to award the Boos Recreation Center and Loomis Park Architectural Services Contract to Covalle Group Architects of Jackson, Michigan, and authorize the Mayor and Clerk to execute the appropriate documents. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Approve the contract award for street reconstruction on Douglas Street, West Avenue to Mound Avenue, to Bailey Excavating, Inc. of Jackson, Michigan

Recommendation: *Approval of an award for the contract for the Street Reconstruction project for Douglas Street, from West Avenue to Mound Avenue to Bailey Excavating, Inc. of Jackson, Michigan at a cost of \$740,166.42, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to award the contract for street reconstruction on Douglas Street, from West Avenue to Mound Avenue to Bailey Excavating, Inc. of Jackson, Michigan at a cost of \$740,166.42 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 Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

D. Downtown Jackson Social District

Recommendation: *Approve the creation of a Social District in downtown Jackson within the boundaries of Louis Glick Highway to the North, Washington Avenue to the South, Martin Luther King Boulevard to the East and Blackstone Street to the West.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to approve the creation of a Social District in downtown Jackson within the boundaries of Louis Glick Highway to the North, Washington Avenue to the South, Martin Luther King Jr. Drive to the East, and Blackstone Street to the West.

Motion was made by Councilmember Schlecte to send the item back to the DDA to reconsider the times and expand the areas to include City owned parking lots and alleys and postpone the item until the next meeting. The motion died from lack of support.

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to make an amendment to adjust Social District hours of operation to be 5 p.m. until midnight on Thursday, Friday, and Saturday, and on Sundays from 9 a.m. until 2:00 p.m., and add all City owned areas in the Red Line District.

Motion was restated by Councilmember Alexander – to adjust the hours on Thursday and Friday from noon until midnight, Saturday and Sunday from 9 a.m. until midnight, and include holidays – the day of, the day before, and the day after, and if the holiday(s) falls on a day not covered the hours would be noon until midnight.

Mayor Dobies restated the motion – to approve the Downtown Jackson Social District Plan with the amended hours of Thursdays from 12 noon until 12 a.m., Fridays from 12 noon until 12 a.m., Saturdays from 9 a.m. until 12 a.m., and Sundays from 9 a.m. until 12 a.m., with the addition of approval of special days during holidays designated by the City Manager’s Office for the day before, the day of, and the day after of those holidays and if any of those days fall on a Monday, Tuesday, or Wednesday the hours will be consistent with the hours on Thursdays and Fridays of 12 noon until 12 a.m., and the expansion to include all City-owned streets, parks, and properties within the social district. Vote was taken on the motion as restated by Mayor Dobies. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

E. Sale of City Owned Property at 1037 Maple Avenue – Parcel ID 4-089100000 for \$30,000

Recommendation: *Approve the sale of City owned property located at 1037 Maple Avenue for \$30,000. 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 1037 Maple Avenue for \$30,000 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, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Chapter 14

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to direct the City Attorney to prepare documents to effectuate the changes – 1. All occupancy certificates issued per Chapter 14 after July 1, 2022 would be a three year certificate, 2. Make properties occupied by an immediate family member of the owner exempt from the NOORP Program, 3. Include an education component that provides rights

and responsibilities of the renters and owners, and 4. Reinstate the abatement of rent clause.

A motion to amend was made by Mayor Dobies, seconded by Councilmember Alexander to direct the Director of Neighborhood and Economic Operations to conduct a presentation at the next Council meeting to speak to the four points raised by Councilmember Alexander.

After some discussion Councilmember Alexander called the question. The motion died from lack of a second.

Mayor Dobies restated the motion – Direct the City Manager to prepare a presentation at the next City Council meeting on the feasibility of moving to a three year certificate, address the occupancy of immediate family members, address what the department is doing in terms of education on tenants’ rights and landlords’ responsibilities, and to speak to the abatement of rent.

A motion to amend was made by Councilmember Schlecte, seconded by Councilmember Bunnell to include what a four year cycle would look like.

Mayor Dobies amended his motion to ask the City Manager to prepare a feasibility study on a variety of options for extensions around the certificate of occupancy for NOORP at two, three, and four years or at the discretion of the City Manager and the Director of NEO as well as the other contingencies/stipulations mentioned before. Councilmember Schlecte supported. Vote was taken on the motion as amended. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Dobies, seconded by Councilmember Alexander to direct the City Attorney to render an opinion as to whether as a landlord who will be affected by the changes and a participant in the discussions would be in compliance with the ethics policy. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave all offered comments.

MANAGER'S COMMENTS:

City Manager Jonathan Green offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Alexander, seconded by Councilmember Dancy. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 9:08 p.m.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: Approve Submission of the 2021-2022 Annual Action Plan, Adopt a Resolution of Certifications, and Authorize the Mayor to Sign Required Documents for Submission to HUD

Recommendation:

Approve submission of the 2021-2022 Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign Form SF-424, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, requesting City Council approve submission of the 2021-2022 Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign Form SF-424, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

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: May 11, 2021

RECOMMENDATION: Approve Submission of the 2021-2022 Annual Action Plan, Adopt a Resolution of Certifications, and Authorize the Mayor to Sign Required Documents for Submission to HUD

SUMMARY

Approve submission of the 2021-2022 Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign Form SF-424, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this request.

HISTORY, BACKGROUND and DISCUSSION

The City must prepare and submit an Annual Action Plan to HUD which is used to summarize the actions, activities, and programs to be financially supported with CDBG and HOME funds during the period beginning July 1, 2021 through June 30, 2022. The projects in the Annual Action Plan reflect City Council's preliminary allocations made during its regular meeting on February 23, 2021. The Annual Action Plan also identifies the final funding levels approved by City Council at its April 27, 2021 meeting.

DISCUSSION OF THE ISSUE

On April 27, 2021, City Council approved final allocations for CDBG and HOME funded activities during Program Year 2021. The attached Annual Action Plan incorporates those allocations and is presented for City Council's approval to submit to HUD. A complete copy of the Annual Action Plan will be available on the City's website at <http://www.cityofjackson.org/332/Grant-Reports> for continued public review.

Also attached is the Application for Federal Assistance (HUD Form SF-424), Assurances for Non-Construction Programs (SF-424B) and Construction Programs (SF-424D), the Resolution for Certification (Appendix A), and the Non-State Grantee Certifications (Appendix B). The Annual Action Plan and other required documentation must be received by HUD on or about May 17, 2021 to comply with submission dates outlined in 24 CFR 570.302 and 24 CFR 91.15.

POSITIONS

Requested action is for City Council to approve submission of the 2021-2022 Annual Action Plan to HUD, adopt the Resolution of Certifications, and authorize the Mayor to sign Forms SF-424, the Certifications, and any other documentation required for submittal to HUD.

ATTACHMENTS

- Resolution
- SF-424, SF-424B, SF-424D
- Certifications
- 2021-2022 Annual Action Plan

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson, Michigan has prepared a One-Year Action Plan in order to procure federal funds under the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and,

WHEREAS, the City of Jackson, Michigan is required by law to provide certain assurances and certifications to the United States Department of Housing and Urban Development (HUD) as part of said procurement; and,

WHEREAS, the City of Jackson, Michigan has in place and is following a Citizen Participation Plan as required by HUD.

NOW, THEREFORE, BE IT RESOLVED, that the One-Year Action Plan is adopted and approved, the Mayor, as the official representative of the City, is authorized and directed to execute the submission of said Plan for and on behalf of the City of Jackson, Michigan, and the Mayor and the Department of Neighborhood & Economic Operations are authorized to provide such additional information as may be required and to submit said Plan to HUD;

BE IT FURTHER RESOLVED, that the City of Jackson, Michigan hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for these federally-assisted programs, and the City of Jackson, Michigan gives assurances and certifies that, with respect to the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME):

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the One-Year Action Plan and amendments thereto, and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the One-Year Action Plan, and to provide such additional information as may be required.
- C. It is following a detailed Citizen Participation Plan which:
 1. Provides for and encourages citizen participation with particular emphasis on participation by persons of low- and moderate-income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
 3. Provides for technical assistance to representative groups of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and,
6. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

Prior to submission of its Housing and Community Development Plan to HUD, the grantee has:

1. Met the citizen participation requirements of 24 CFR 91.105.
 2. Prepared its One-Year Action Plan in accordance with 24 CFR 91 and made the Plan available to the public.
- D. The grants will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d *et seq.*); and,
 2. The Fair Housing Act (42 USC 3601-20).
- E. It will affirmatively further fair housing.
- F. It has developed its Plan to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight, except that the aggregate use of CDBG funds received under Section 106 of the Act, and, if applicable, under Section 108 of the Act, during the 2021-2022 program year shall principally benefit persons of low- and moderate-income in the manner that ensures not less than 70 percent of such funds are used for activities that benefit such persons during such period.
- G. It has developed a community development plan for the period specified in Paragraph F above that identifies community development and fair housing needs and specifies both short- and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act.
- H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
1. Funds received under Section 106 of the Housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or,
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate-income, the grantee certifies to the Secretary that it lacks sufficient funds received under

Section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph H(1) above.

- I. Its notification, inspection, testing, and abatement procedures concerning lead-based paint will comply with 24 CFR 570.608.
- J. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606(a) and federal implementing regulations, it is following a residential anti-displacement and relocation assistance plan as required under Section 104(d) of the Act and in 24 CFR 570.606(c), and it will comply with the relocation requirements of 24 CFR 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.
- K. It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
 - 2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- L. To the best of its knowledge and belief:
 - 1. No federal appropriated funds have been paid, or will be paid, by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
 - 3. It will require that the language of Paragraph L of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- M. It will comply with the other provisions of the Act and with other applicable law.
- N. Before committing to any HOME funds, the City will evaluate HOME Projects that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- O. If the participating jurisdiction intends to provide tenant-based rental assistance, the use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's annual approved housing strategy for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

* * * *

STATE OF MICHIGAN }
County of Jackson } ss
City of Jackson }

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on the 12th day of May, 2021.

Andrea Muray

City Clerk

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text" value="B-21-MC-26-0021"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="38-6004701"/>	* c. Organizational DUNS: <input type="text" value="0850316560000"/>
--	---

d. Address:

* Street1:	<input type="text" value="161 W Michigan Ave"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Jackson"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="MI: Michigan"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="49201-1315"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="Michelle"/>
Middle Name: <input type="text" value="L"/>	
* Last Name: <input type="text" value="Pultz-Orthaus"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="517-768-6436"/>	Fax Number: <input type="text" value="866-971-2151"/>
---	---

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

*** 12. Funding Opportunity Number:**

* Title:

Community Development Block Grant - Entitlement Community

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Various demolition, code enforcement, and public facilities/infrastructure

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,292,730.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="75,200.00"/>
* g. TOTAL	<input type="text" value="1,367,930.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text" value="M-21-MC260214"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="38-6004701"/>	* c. Organizational DUNS: <input type="text" value="0850316560000"/>
--	---

d. Address:

* Street1:	<input type="text" value="161 W Michigan Ave"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Jackson"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="MI: Michigan"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="49201-1315"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="Michelle"/>
Middle Name: <input type="text" value="L"/>	
* Last Name: <input type="text" value="Pultz-Orthaus"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="517-768-6436"/>	Fax Number: <input type="text" value="866-971-2151"/>
---	---

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

Home Investment Partnerships Program (HOME)

*** 12. Funding Opportunity Number:**

* Title:

Community Development Block Grant - Entitlement Community

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CHDO reservation for rehabilitation and/or new construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="314,129.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="20,200.00"/>
* g. TOTAL	<input type="text" value="334,329.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Derek J. Dobies, Mayor
APPLICANT ORGANIZATION City of Jackson	DATE SUBMITTED 

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Derek J. Dobies, Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Derek J. Dobies, Mayor

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Derek J. Dobies, Mayor

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Derek J. Dobies, Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

JACKSON

Founded 1829

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



Before

After

Boos Center, Loomis Park

Prepared by:
Department of Neighborhood & Economic Operations
161 W Michigan Ave
Jackson MI 49201
517-788-4012



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Appendix A: City Council Resolution

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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, Councilmembers, City Manager, 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

City of Jackson
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517-768-6436
mpultz@cityofjackson.org

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
2	Loomis Park / Boos Center Improvements
3	Code Enforcement – Legal Services
4	2021 Residential Demolition
5	Rehabilitation Administration
6	General Administration/Planning
7	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 for 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)

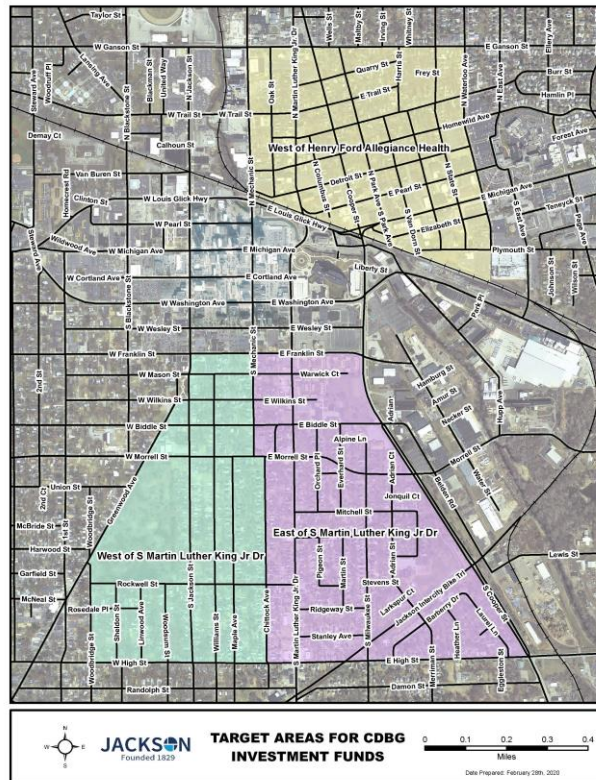
Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

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 Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: **Traffic Control Order 2346**
Wildwood Avenue and Daniel Road

Recommendation:

Approval of Traffic Control Orders 2346 to install “Trucks” and “No Left Turn” signs on Wildwood Ave. at Daniel Rd.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order to prohibit eastbound trucks from turning left from Wildwood Avenue onto Daniel Road.

I recommend approval of Traffic Control Orders 2346. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: May 11, 2021

RECOMMENDATION: **Approval of Traffic Control Order 2346 to prohibit trucks turning left from Wildwood Avenue onto Daniel Road.**

SUMMARY

A Traffic Control Order (TCO) is needed to prohibit eastbound trucks from turning left from Wildwood Avenue onto Daniel Road.

BUDGETARY CONSIDERATIONS

Item	Each	Total
2 - "No Left Turn" symbol signs	\$26.49	\$52.98
2 - "Truck" signs	\$18.40	\$36.80
2 - hour labor/equipment	\$122.34	\$244.68
Total		\$334.46

This is the estimated cost for this work, which will be paid from Major Streets Traffic funds.

HISTORY, BACKGROUND and DISCUSSION

In the 2009 reconstruction of the intersection of Wildwood Ave and Daniel Rd, a pedestrian island was installed to conform to the City Council 2006 complete streets resolution. Over the years, the "Keep Right" sign on the island has been hit and replaced a number of times. Due to the small turning radius with the pedestrian island, large semi-trucks cannot make the left turn without going over the island and hitting the sign.

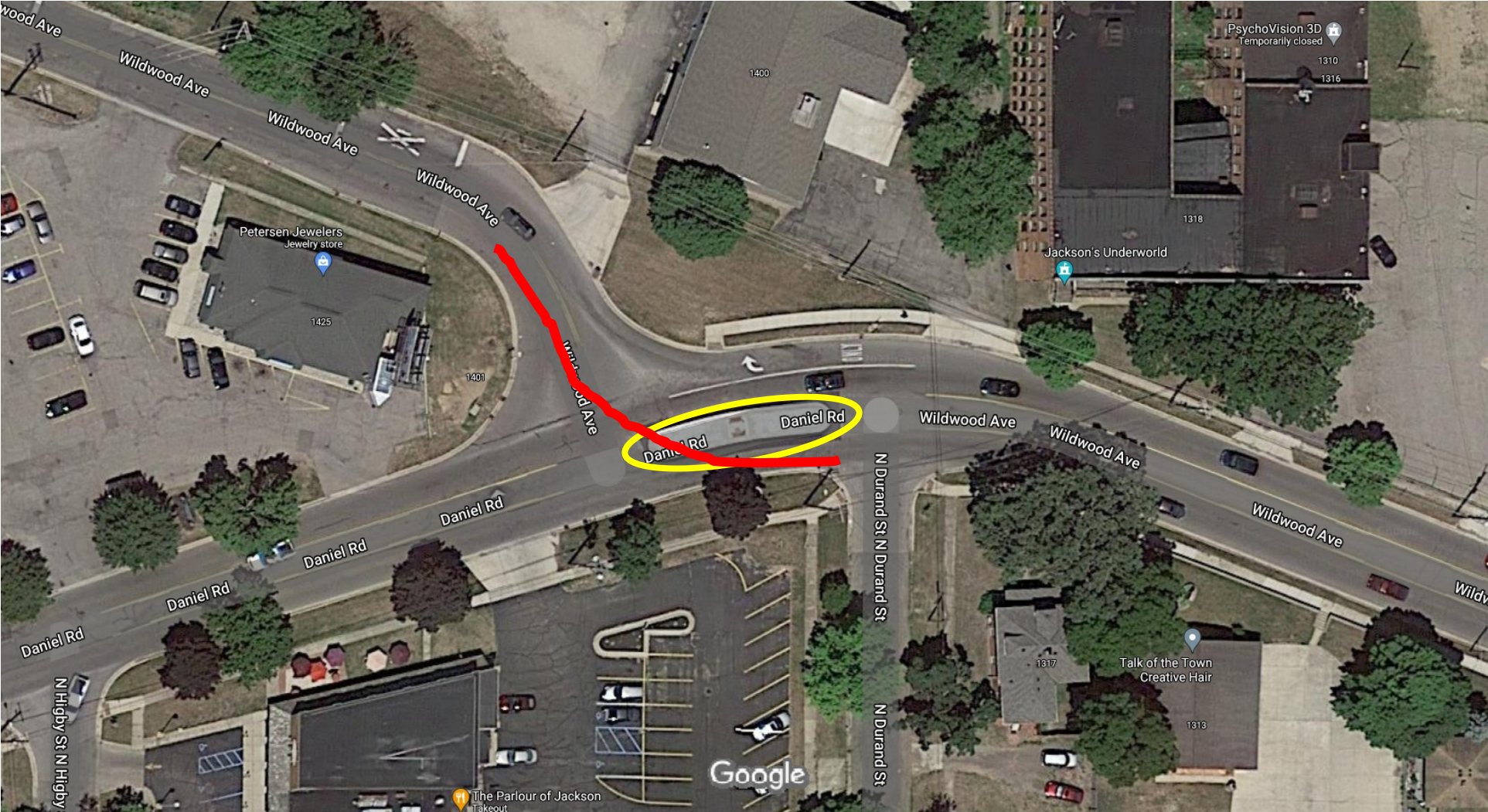
DISCUSSION OF THE ISSUE

After review, Engineering recommends that eastbound truck traffic on Wildwood Ave be prohibited from turning left onto Daniel Rd.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2346 be approved. If you have any questions please do not hesitate to contact me.

TCO 2346



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: Special Event Application for the Junior Achievement Grand Prix

Recommendation:

Approve a request from Junior Achievement of the Michigan Edge, Inc. to conduct the Junior Achievement Grand Prix on Friday, August 27, 2021 in downtown Jackson.

Attached is a memo and supporting documents from Cory L. Mays regarding the Special Event Application for the Junior Achievement Grand Prix.

I recommend approval of the Special Event Application for the Junior Achievement Grand Prix. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: May 11, 2021

RECOMMENDATION: Approve a request from Junior Achievement of the Michigan Edge, Inc. to conduct the Junior Achievement Grand Prix on Friday, August 27, 2021 in downtown Jackson.

SUMMARY: The Junior Achievement Grand Prix is a family-friendly go-kart race featuring teams from local businesses and organizations.

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
Public Works	X		\$800.00
		TOTAL	\$800.00

CONDITIONS & CONSIDERATIONS

Street closures, city bandstand on wheels, electricity, parking lot closures

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage

ATTACHMENTS: Special Event Application: Junior Achievement Grand Prix

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: <i>Junior Achievement of The MI Edge, Inc.</i>	
Address: <i>724 W. Michigan Ave</i>	Phone: <i>(517) 7827822</i>
Tax ID#: <i>38-1402160</i>	Website: <i>www.</i>
Contact Name: <i>Connie Poisson</i>	Phone: <i>517 881-4402</i> Email: <i>cpoisson@jamichiganedge.com</i>
Contact Name:	Phone: Email:
Contact Name During Event: <i>Connie Poisson</i>	Phone: <i>(517) 881-4402</i>

Event Information

Event Name: <i>Grand Prix "Race for Education"</i>				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
<i>Friday August 27, 2021</i>	<i>7:30 AM</i>	<i>4:00 PM</i>	<i>10:00 AM</i>	<i>10:00 pm</i>

Has this event occurred before? Yes, (if yes, how many previous years? 24 yrs.) No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 300+

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Grand Prix go kart race

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

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

Other Location: Parking lot (City lot #8), Alley by Lean Rocket, City Lot #6

Streets: W. Michigan, S. Mechanic, ^{West} Cortland

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.

see attached -

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

Street Name: West Michigan Ave Cross Streets _____

Closure Start Date: Aug 27 Time: 7:30 AM Closure End Date: Aug 27 Time: 10:00 pm

Street Name: Cortland Street Cross Streets Mechanic - S. Jackson

Closure Start Date: Aug 27 Time: 7:30 AM Closure End Date: Aug 27 Time: 10:00 pm

Street Name: S. Mechanic Street Cross Streets W. Mich & Cortland

Closure Start Date: Aug 27 Time: 8am Closure End Date: Aug 27 Time: 10:00 pm

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: Parking Lot - Alleyway by Lean Rocker Lot.
****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: may already be downtown for
 Amount of electrical wattage needed: _____ Amount of plug ins: Cruise in
 Locations of where plugs are needed: _____ Number of vendors: west.

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 checked="" type="checkbox"/> Tent Locations | <input checked="" type="checkbox"/> Trash Receptacles | <input checked="" type="checkbox"/> Requested Reserved Parking |
| <input checked="" type="checkbox"/> Assembly Locations | <input checked="" 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: 

Date: 3.30.21

Office Use ONLY	
Application Received:	
Date:	4/22/21
Time:	3pm
By:	
Application Fee Received:	\$50 #1131

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



Special Events Application : Junior Achievement Grand Prix Covid – 19 Contingency Plan

Junior Achievement of the MI Edge is committed to adhering to the current safety regulations set by executive orders, and other federal/state/local guidelines that are in place during the Junior Achievement Grand Prix – 25th anniversary event on August 27, 2021

Safety measures: ** Event staff and volunteers will comply with any social distancing and gathering requirements that are in place at the time of our event. In all common areas such as registration, Team Cold pit areas, viewing areas and track operations.

- We will adhere to social distancing by arranging team cold pit tents spacing to comply with current capacity limits. Limiting access to team members only.
- We will mark spectator sidewalk areas around the racing area allowing for 6 feet distancing where spectators can stand.
- Provide hand sanitizer stations/ areas for participants, corporate attendees and spectators.
- Require masks for anytime a driving team member is not wearing a helmet
- Require masks for corporate attendees of the event.
- Require masks for track workers if required by local health officials.
- Provide regular cleaning of registration area and any other common areas.
- All signed documentation from racing teams will be provided prior to the event so no lines or congregating for registration purposes will be needed.

All event volunteers , teams and staff will be Covid-19 trained and provided masks.

All teams will receive additional training and requirements in registration packets delivered prior to event with checklists of appropriate safety guidelines.

Safety Personnel/ Handling Sick attendees and Volunteers

- *At every Grand Prix racing event we have trained EMT's/ and or medical personnel who can determine course of action.*
- A designated JA Staff member will be responsible to handling any sick attendees and volunteers
- This individual will be located at the JA tent area for contact.
- Attendees entering the Grand Prix racing area will sign forms to receive wrist bracelets and to help in contact tracing.

Postings Adhering to current Executive orders:

- Signage will be prominently displayed regarding COVID – 19 safety requirements.
- If needed : PA announcements will be regularly made about social distancing.
- Junior Achievement of the Mi Edge will Market Covid – 19 requirements pre-event to all teams and volunteers. Requiring masks and any other community health standards that are recommended.
- Junior Achievement of the Mi Edge, Inc will include Covid- 19 compliance details in our advertising and marketing.

Description of Event
Annual Junior Achievement Grand Prix and “Race for Education”

Jackson, MI - Fun! Free! Family Friendly! It’s all about the kids! Junior Achievement is holding the 25th annual Grand Prix Race for Education presented by EATON . Come and cheer on your favorite team, enjoy downtown Jackson and support Junior Achievement champions.

This event is a must attend for all race fans and supporters of youth education! Non – stop racing action filled with speed, thrills and excitement as Classic Carts and Arrive and Drive teams compete in heat races and a championship race. The High School Division – students from around the county will be competing for the bragging rights for the High School Division Championship. Bring your family, friends and co-workers to downtown Jackson , there is something for everyone to enjoy! Parking and admission are free and this is a great way to spend a relaxing summer day outdoors.



W Michigan Ave

W Michigan Ave

chanic St

S Mechanic St

S Mechanic St

W Cortland Ave

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: Special Event Application for the Jackson College Cross Country Program's Jackson Rose Run

Recommendation:

Approve a request from the Jackson College Cross Country Program to host the Jackson Rose Run on Saturday, June 12, 2021 in Ella Sharp Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson College Cross Country Program's Jackson Rose Run.

I recommend approval of the special event application for the Jackson College Cross Country Program's Jackson Rose Run. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: May 11, 2021

RECOMMENDATION: Approve a request from the Jackson College Cross Country Program to host the Jackson Rose Run on Saturday, June 12, 2021 in Ella Sharp Park.

SUMMARY: Annual fundraiser for the Jackson College Cross Country program, featuring a 5k run/walk with both live and virtual options.

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		\$200.00
<u>Public Works</u>	X		<u>\$700.00</u>
		<i>TOTAL</i>	<i>\$900.00</i>

CONDITIONS & CONSIDERATIONS

Street closures (see map); police assistance, stage of wheels, electricity

INSURANCE STATUS

Approved and on file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Jackson Rose Run



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 checked="" 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.

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 Cross Country Program	
Address: 2111 Emmons Road	Phone: (517) 795-4970
Tax ID#:	Website: JacksonRoseRun.com
Contact Name: Jeff Beagle	Phone: 517-795-4970 Email: JacksonRoseRun@gmail.com
Contact Name: Serafin Llerena	Phone: 517-888-4137 Email: Serafin.Llerena@jacksonpec.org
Contact Name During Event: Jeff & Tina Beagle	Phone: (517) 745-7988

Event Information

Event Name: Jackson Rose Run				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
June 12, 2021	5:30 -6:00 a.m.	7:30 a.m.	11:00 a.m.	12:00 p.m.

Has this event occurred before? Yes, (if yes, how many previous years? 50 years) No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 200

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.

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: ** Near the Pavilion / Carter's Corner and/or at the Rotunda

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.

The Jackson Rose Run is celebrating it's 51st annual event in 2021. The Rose Run is a fundraiser specifically for the Jackson College Cross Country Jets. This year we are only offering 5K run/walk and 10K run along with Virtual options. Due to change of venue, we are not offering our 10 Mile run.

Historically in the "70s though, the Rose Run did start at Ella Sharp Park and the finish was at Jackson Community College and vice versa also.

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

Street Name: SEE ATTACHED MAP Cross Streets _____

Closure Start Date: 6/12/21 Time: 6:30am Closure End Date: 6/12/21 Time: 11:30am

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: _____
For PA music system (mic & speakers), timing equipment, finish line arch, a few laptop computers.
 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: 6 road closures (barricades), 12 - No Parking signs, 12 - tall cones.

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 checked="" type="checkbox"/> Route Plan	<input checked="" type="checkbox"/> Emergency Vehicle Access	<input checked="" type="checkbox"/> Restroom Locations
<input type="checkbox"/> Vendor Locations	<input type="checkbox"/> Dispersal Locations	<input checked="" type="checkbox"/> Tables
<input checked="" type="checkbox"/> Tent Locations	<input checked="" type="checkbox"/> Trash Receptacles	<input checked="" type="checkbox"/> Requested Reserved Parking
<input type="checkbox"/> Assembly Locations	<input checked="" 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: _____ 

Date: 2/15/2021

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:

Mask for all volunteers & everyone, including ourselves. Along with temp checks. Participants will be required to fillout
a Covid waiver along with self temperature checks, per Jackson Health Dept. Offer "Online Registration Only". No "In
Person" race day registration. No "Post" race event food, drinks or awards. Stagat race start to help with social
distancing. Ambulance, Fire Dept & EMS on premise.

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:

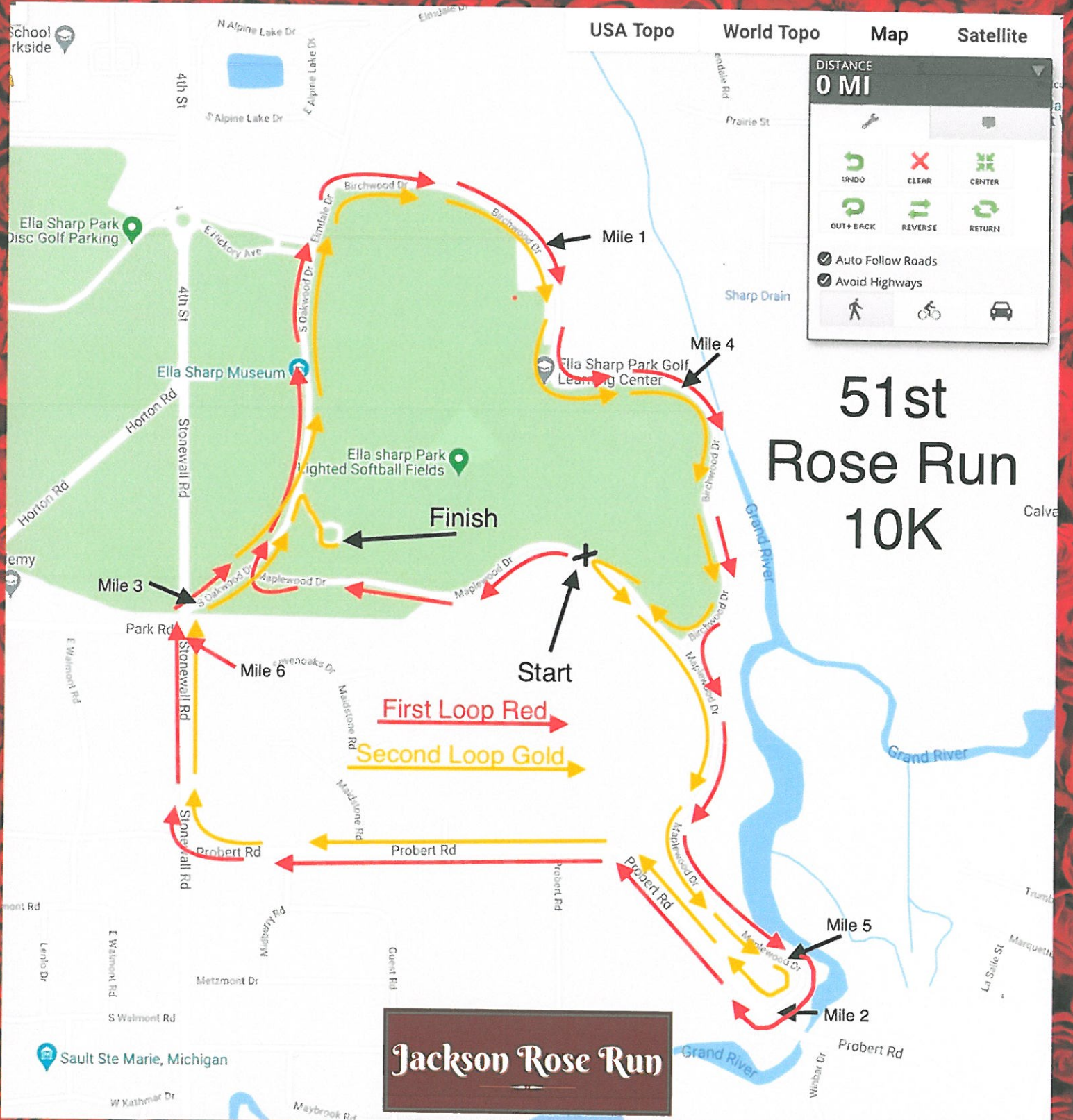
If anyone on the event team, including volunteers, has a temp, they will be sent home immediately. Everyone
will be required to sign a Covid Free waiver. If we are contacted by anyone that was at our event, to notify
us they have been in contact with someone who tested positive, or if they tested positive, we will immediately
contact our participants. We will also notify our local Jackson County Health Dept.

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

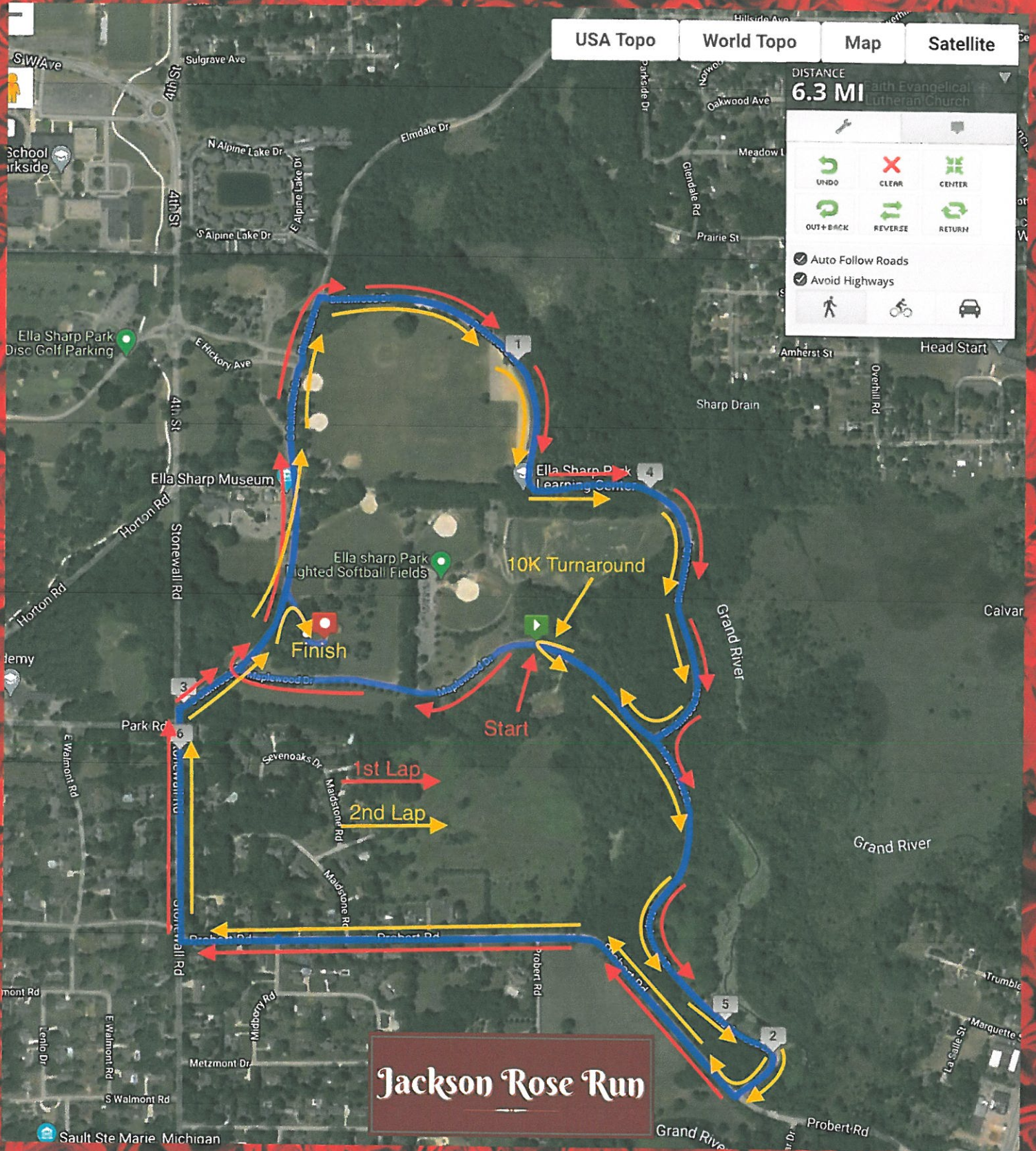
We will abide by the current executive orders at the Federal, State and Local guidelines.

mask - social distancing - sanitizer - covid-19 questionnaire - signage to clarify guidelines

10K Run- 5K Run/Walk @ Ella Sharp Park Rotunda



10K Run- 5K Run/Walk @ Ella Sharp Park Rotunda





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com	FAX (A/C, No): (517)787-3857	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Jackson College 2111 Emmons Road Jackson MI 49201	INSURER A: Hanover Insurance Company		NAIC # 31534
	INSURER B: Citizens Insurance of America		
	INSURER C: AIX Specialty Insurance Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWHH297550	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			U7HH297551	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	
								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: Rose Run event June 12, 2021

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

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson 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 
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ACORD 25 (2014/01)

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INS025 (201401)

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: Special Event Application for the Jackson High School Spring Band Concert

Recommendation:

Approve a request from Jackson High School to host their Spring Band Concert on Tuesday May 18, 2021 at the CP Federal City Square and Horace Blackman Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson High School Spring Band Concert.

I recommend approval of the special event application for the Jackson High School Spring Band Concert. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: May 11, 2021

RECOMMENDATION: Approve a request from Jackson High School to host their Spring Band Concert on Tuesday, May 18, 2021 at the CP Federal Square and Horace Blackman Park, downtown Jackson.

SUMMARY: Spring Concert featuring ensembles from Jackson High School.

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 (CP stage)

INSURANCE STATUS

Approved and on file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Jackson High School Spring Band Concert



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

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

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 waited 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.

Applicant Information

Sponsoring Organization Legal Name: Jackson High School Bands, Jackson HS

Address: 544 Wildwood Ave, Jackson Mi 49201

Phone: (517) 841-3700

Tax ID#: 38-6001907

Website:

Contact Name: Joel Shaner

Phone: Email: joel.shaner@jpsk12.org

Contact Name:

Phone: Email: 517-841-3734

Contact Name During Event: JoelShaner

Phone: () 517-262-5861

Event Information

Event Name: Jackson High School Spring Band Concert

Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
May 18, 2021	5 pm	6pm	8 pm	9 pm

Has this event occurred before? Yes, (if yes, how many previous years? Sort of, we played the dedication concert_

No Do you expect this event to occur again next year? No_ What is the expected attendance for this event? 200

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Concert

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

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

Other

Location: _____

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.

Jackson High School Spring Band and Jazz Concert.

PS. We will bring all chairs/stands/instruments etc.

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: _____ 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: 4 lines _____

Locations of where plugs are needed: All up front at staging area ****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>	• 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>	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	• 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.*

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: Joel Shaner - electronic Signature

Date: April 26, 2021

Office Use ONLY

Application Received:

Date:

Time:

By:
Application Fee Received:

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

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



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:

JPS staff, students, and volunteers will all wear masks during the entire event except when playing instruments. Check in table will have a thermometer, QR Code Covid-19 Symptom Check Form, hand sanitizer and disposable masks for use for all participants and guests. All participants and attendees will sit six feet apart and no gatherings of more than 25 people will be allowed.

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:

Each participant will check in prior to the event. They will scan a QR Code and report any symptoms. Temperatures will be checked. Anyone presenting any signs of Covid-19 will be quarantined with JPS Monitor present. Parents/Guardians will be called to pick up student immediately. In the case of staff, they will be sent home directly. JHS Music Director, Joel Shaner will encourage Covid-19 testing. If a positive test after the event arises, Assistant Principal Jeff Smit will conduct contact tracing and inform those in close contact.

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

JPS students, staff and volunteers will adhere to all guidelines enforced at the time of the event.

All will wear masks unless playing instruments. No groups of more than 25 will be allowed to gather at the event. Stage seating will be 6 feet apart. All students will arrive separately as there will be no group bussing. Each student will be allowed only two tickets for guests to watch the performance. Monitors will be on hand to ensure all Covid-19 Protocols and guidelines are followed.

CERTIFICATE OF INSURANCE

Producer

SET SEG
1520 Earl Ave
East Lansing, MI 48823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured

Jackson Public Schools
522 Wildwood Ave
Jackson, MI 49202

A MASB-SEG Property/Casualty Pool, Inc.

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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000297	7/1/20	7/1/21	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	N/A
					PERSONAL INJURY OCCURRENCE	\$1,000,000

DESCRIPTION City of Jackson and the Downtown Development Authority are added as an additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured regarding the district's High School band concert May 18th, 2021.

CERTIFICATE HOLDER

City of Jackson and Downtown Development Authority
161 W. Michigan Avenue
Jackson, MI 49201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Elizabeth Fredrickson
PROPERTY/CASUALTY DEPARTMENT

Date 04/26/21

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: Special Event Application for the Every Heart Ministries Every Heart Night of Worship

Recommendation:

Approve a request from Every Heart Ministries to host their Every Heart Night of Worship on Saturday, June 12, 2021 at CP Federal Square, Horace Blackman Park.

Attached is a memo and supporting documents from Cory Mays regarding the Special Event Application for the Every Heart Ministries Every Heart Night of Worship.

I recommend approval of the special event application for the Every Heart Ministries Every Heart Night of Worship. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: May 11, 2021

RECOMMENDATION: Approve a request from Every Heart Ministries to host their Every Heart Night of Worship on Saturday, June 12, 2021 at CP Federal Square, Horace Blackman Park.

SUMMARY: A night to gather and support Jesus, featuring music, testimonies, and attendees from various churches.

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

Electricity at CP Federal Square

INSURANCE STATUS

Contingent upon receipt of proper insurance coverage

ATTACHMENTS: Special Event Application: Every Heart Night of Worship



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 checked="" 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: <i>Every Heart</i>	
Address: <i>6350 Corder Rd. Spring Arbor, MI 49283</i>	Phone: <i>(517) 581-0897</i>
Tax ID#:	Website: <i>www.everyheartmovement.com</i>
Contact Name: <i>Jonah Engle</i>	Phone: <i>517-581-0897</i> Email: <i>jonah.engle@gmail.com</i>
Contact Name:	Phone: Email:
Contact Name During Event: <i>Jonah Engle</i>	Phone: <i>(517) 581-0897</i>

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
<i>Saturday, June 12th</i>	<i>6:00 pm</i>	<i>7:30 pm</i>	<i>9:15 pm</i>	<i>9:15 pm - 10:00 pm</i>

Has this event occurred before? Yes. (if yes, how many previous years? 2 years ago) No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 300

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: concert

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

- Horace Blackman Park GrandRiver Farmers Market Pavilion
 Bucky Harris Park CP Federal City Square (Stage)
 Ella Sharp Park (requires Ella Sharp Board approval) MLK Equality Trail
 Other Location: _____
 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 free gathering for everyone and anyone to come together and be encouraged by music and up-lifting words. A night to worship Jesus! Whether you have been following Jesus for 50 years, or you have never heard about Jesus, this gathering is for you.

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: _____

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: 

Date: 04/22/2021

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



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

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: Several 110 outlets for sound
 Amount of electrical wattage needed: _____ Amount of plug ins: 5
 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.

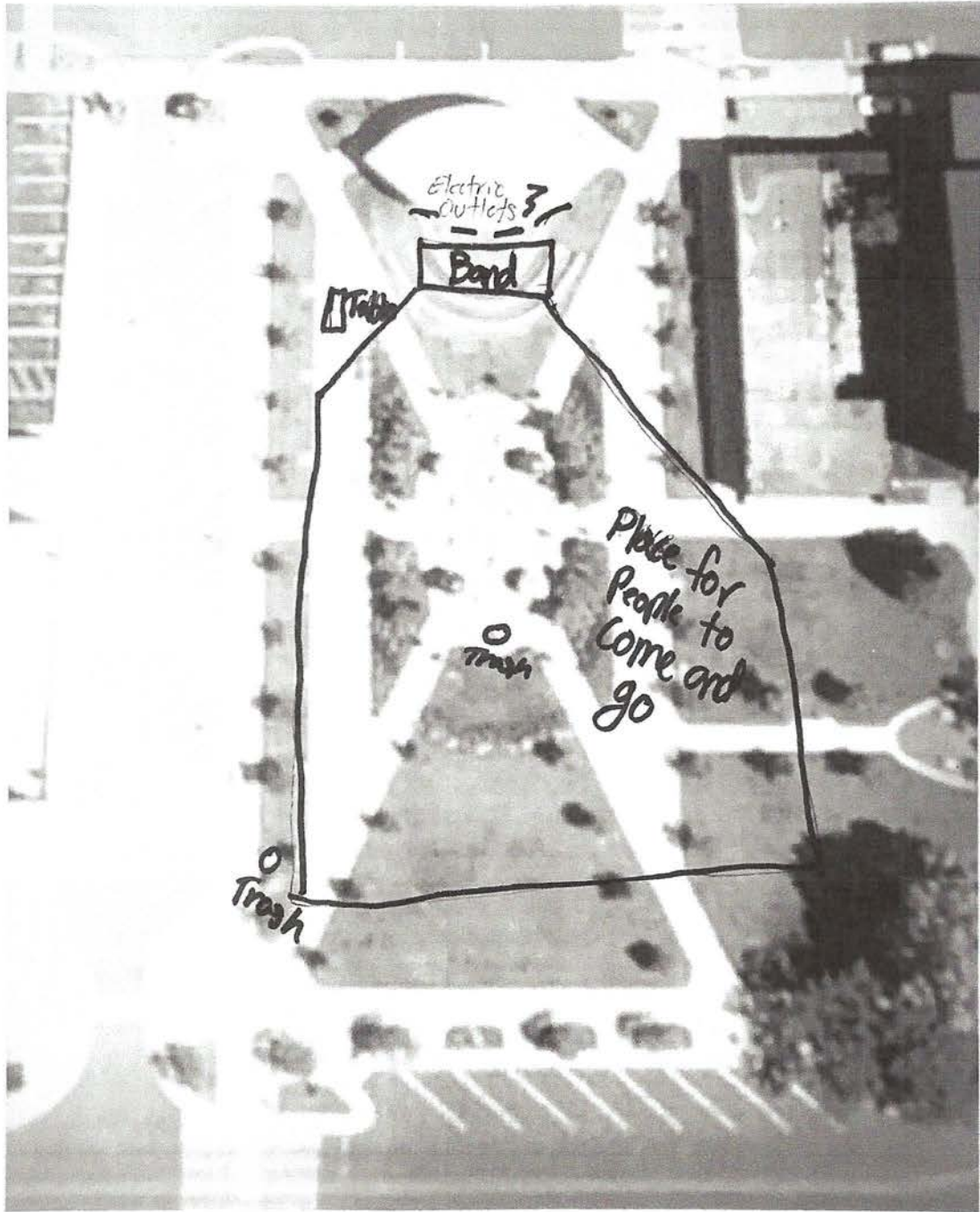
Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & "Jackson Downtown Development Authority as additional insured"
Liquor Liability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



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:

The gathering will be outdoors and social distancing and masks will be encouraged for the entire event

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:

We ask that if anyone is not feeling well, that they would leave the gathering for the safety of others. Also, will have QR contact tracing.

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

We will make clear announcements from the stage that adhere to executive orders, and we will have volunteers help enforce guidelines.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11th, 2021
SUBJECT: Jackson Brownfield Redevelopment Authority proposed Bylaw amendments

Recommendation: Approve the Jackson Brownfield Redevelopment Authority Bylaw amendments that replace reference to the Community Development Department with Neighborhood and Economic Operations Department

Attached is the amended JBRA Bylaws.

JG

DEPARTMENTAL REPORT
May 11th, 2021

MEMO TO: Honorable Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: Council Meeting-May 11th, 2021

RECOMMENDATION: Approve the Jackson Brownfield Redevelopment Authority Bylaws as amended.

SUMMARY

The Jackson Brownfield Redevelopment Authority Bylaws require amending by removing language that references the Community Development Department, the language should be replaced with Neighborhood and Economic Operations Department. This change is needed to reflect the correct department being referenced in the JBRA Bylaws. The JBRA voted unanimously to approve the changes at the April 14nd, 2021 meeting.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

The original Bylaws for the JBRA were adopted February 27th, 2002. And included references to the Community Development Department, the City later replaced this department with the Neighborhood and Economic Operations Department. At the February 13th, 2021 Jackson Brownfield Redevelopment Authority meeting, Chairman Greer requested the JBRA Bylaws be amended by removing the language that references the Community Development Department, to be replaced with Neighborhood and Economic Operations Department. Chairman Greer requested City Staff make the necessary changes and place the changes on the April 14th, 2021 Agenda for JBRA approval. At the April 14nd, 2021 JBRA meeting the Amended Bylaws were reviewed and approved unanimously. JBRA Bylaws are being forwarded to City Council for final approval.

POSITIONS

Approve the JBRA amendments as written

ATTACHMENTS

JBRA amended by laws

**THE BROWNFIELD REDEVELOPMENT AUTHORITY
OF
THE CITY OF JACKSON**

(A Michigan corporation incorporated under Act 381 of the Public Acts of 1996, as amended)

ARTICLE I

Name, Registered Office and Agent:

Name: The name of this Corporation shall be the Brownfield Redevelopment Authority of the City of Jackson (the “Authority”).

Registered Office and Agent: The Authority shall maintain an office in the City of Jackson, State of Michigan, whose address is 161 West Michigan Avenue, Jackson, Michigan 49201.

ARTICLE II

Intent, Vision, Mission and Powers of the Authority:

Intent: The intent of the Authority is to promote the revitalization of environmentally distressed areas, and to facilitate the implementation of Brownfield Plans relating to the designation and treatment of Brownfield Redevelopment zones.

Vision: The Authority will be the primary vehicle through which contaminated, blighted, abandoned, obsolete and underused buildings and sites, throughout the City, will be brought into adaptive reuse. It is expected that future owners and operators of such buildings and sites shall adhere to environmentally sustainable practices, create new job opportunities and return formerly blighted properties to local tax rolls. To achieve these ends, the Authority will work closely with the Michigan Department of Environmental Quality, United States Environmental Protection Agency, other federal and state agencies, as well as, local units of government.

Mission: The Authority is the land and building reuse committee of the City. Its mission is to aggressively pursue the redevelopment of contaminated, blighted, abandoned, obsolete and underused properties that hold significant opportunity for environmental rehabilitation for the City of Jackson and its residents.

The Authority will actively partner with appropriate public and private agencies, organizations, institutions and individuals as well as, use all available financing incentives and resources available to accomplish its objectives. Priority shall be given to companies seeking to remain or establish businesses within the City of Jackson.

Powers: The Authority shall have the powers and duties as prescribed by law.

ARTICLE III

Incorporation

The Corporation: The Brownfield Redevelopment Authority of the City of Jackson, Michigan is incorporated under Public Act 381 of 1996, as amended (“Act 381”).

ARTICLE IV

Appointment of Members

Appointments: Pursuant to the Section (5)(1)(d) of Act 381, the Board shall consist of the trustees of the Board of the City of Jackson Local Development Finance Authority (“LDFA”), established pursuant to Public Act 281 of 1986, as amended (“Act 281”).

ARTICLE V

Board Member Attendance, Replacement & Removal

Attendance: All Authority Board Members are expected to attend scheduled Authority meetings. If any member of the Authority is absent for three (3) consecutive, regularly scheduled meetings, that member shall be considered delinquent, unless the Board Member provides prior oral or written notification. The Secretary/Treasurer shall keep attendance records and shall notify the Board at a regularly scheduled meeting whenever any member’s absences become “delinquent”.

Replacement: Authority members shall be either reappointed or replaced at the expiration of each member's term of office. A member whose term of office has expired shall continue to hold office

until a successor has been appointed. If a vacancy is created by death or resignation, a successor shall be selected for appointment within thirty (30) days, and will hold office for the remainder of the term of office vacated.

Removal: Subject to the provisions of Act 281 and Act 381, an Authority member may be removed from office for causes that may include, but shall not be limited to, inefficiency, neglect of duty, delinquency, misconduct, or malfeasance.

ARTICLE VI

Conflict of Interest

Conflict of Interest: An Authority member who has a direct interest in any matter before the Authority, shall disclose such interest prior to the Authority taking any action. Such disclosure shall become an official part of the records of the Authority and the member with conflicting interest must abstain from casting a vote.

ARTICLE VII

Voting Rights and Privileges, Quorum, Electronic Participation & Proxy

Voting Rights and Privileges: All Members of the Authority, in good standing, shall be accorded one (1) vote per motion.

Quorum: A simple majority of the Authority members, appointed and serving, at a duly authorized Authority meeting, shall constitute a quorum. A simple majority of votes from members present at any duly authorized Authority meeting is required to take official action on matters coming before the Authority.

Proxies: An Authority member, when not able to attend a meeting, may, with regard to specific agenda items, elect to convey his/her opinion(s) through written communication. The written communication must be traceable back to the providing member. Members must be present to vote, and no proxy votes will be allowed.

ARTICLE VIII

Committees

Committees: The Authority may, by resolution, create one or more committees. Each committee shall consist of one or more of its members, but less than a quorum of the Authority Board. The Authority may also designate one or more of its members as an alternate. Alternates may replace an absent or disqualified member on a committee. Additionally, committee members present at a meeting in session who are not disqualified from voting, may by majority vote, appoint another Authority member to act in place of an absent or disqualified member. A committee and its membership shall serve at the pleasure of the Authority.

Standing Committees:

- a) A Nominating Committee shall, by the Authority, be annually selected in December of each year to provide recommended nominations for Board officer's positions. This committee may also provide the names of potential new Authority Board member replacements.
- b) Other standing committees may be formed as deemed necessary by the Authority.

ARTICLE IX

Ex-Officio Members

Technical Ex-Officio Members: Authority members may, from time to time, appoint ex-officio members, who shall represent an agency, institution, or organization that offers valuable participation in brownfield redevelopment matters. Such ex-officio members shall serve at the pleasure of the Authority and shall serve so long as the representative's insights are needed. Technical Ex-Officio members shall have no voting rights.

ARTICLE X

Meetings

Meetings: In conjunction with the City of Jackson's LDFAs, there shall be an organizational meeting in the first quarter, each calendar year, to determine Officers of the Authority. All meetings shall follow Roberts Rules of Order, as a guide.

Regularly Scheduled Meetings: Regularly scheduled meetings of the Authority shall be held on a Board-approved schedule, which shall define the date(s), time(s) and place(s) of the meeting(s).

Special Meetings: Special meetings shall be called at the behest of the Chair, or by two Authority members of the Board, and are to begin as soon as a quorum can be seated.

All meetings shall be open to the public and advertised in accordance with the Michigan Open Meetings Act, Public Act 267 of 1978, as amended. Minutes of the meetings are to be made available for public inspection when requested.

Agenda Items: Staff will be responsible for placing items on the agenda that are for routine business. A member of the Authority may request any additional item/s be placed on the agenda. The information must be submitted to the Staff member responsible for assembling the agenda, in writing by the required submission deadline.

ARTICLE XI

Officers, Terms of Office & Duties

Officers: The officers of the Authority shall be elected by the Board, and shall consist of a Chair, Vice-Chair and Secretary/Treasurer. An officer shall not execute, acknowledge or verify any document or instrument in more than one capacity.

Terms of Office: In the first quarter of each year, the Authority shall hold an organizational meeting and, by majority vote, elect a Chair, Vice-Chair and Secretary/Treasurer. This election shall be assumed at the next regularly scheduled meeting and shall run for the term of one year. Each officer elected shall hold office until a successor is elected, or upon resignation and/or removal from said office. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled at any meeting of the Board for the duration of the unexpired term of office.

Duties of Officers:

CHAIR: The Chair of the Authority shall also be the Chair of the LDFA. The Chair shall lead all regularly scheduled and special meetings. The Chair shall have the right to make motions and/or

seconds, as do all Board members. The Chair shall review all regular meeting and special meeting agendas before submission to the Authority for approval.

VICE-CHAIR: The Vice-Chair shall act in the capacity of the Chair in his/her absence. The Vice-Chair of the Authority shall also be the Vice-Chair of the LDFA.

SECRETARY/TREASURER: The Secretary/Treasurer shall maintain all records, books, documents, and other papers of the Authority. The Secretary/Treasurer shall attend all meetings of the Board and record all votes, financial decisions, and the minutes of all proceedings. The Secretary/Treasurer shall perform like duties for all standing and other committee meetings as required by the Authority. Staff of the City's **Neighborhood and Economic Operations Department** ~~Community Development Department~~ may assist the Secretary/Treasurer with his/her duties as required. The Secretary/Treasurer of the Authority shall also be the Secretary/Treasurer of the LDFA.

ARTICLE XII

Staff & Consultants

Staff and Consultants: The Authority recognizes the need to hire, or contract for services, as needed. The Director of the **Neighborhood and Economic Operations Department** ~~City's Community Development Department~~, or his/her designee, shall report to the Authority Board and shall:

- a.** Be the first point of contact for public and private Authority initiatives;
- b.** Manage the day-to-day operations of the Authority;
- c.** Develop and follow an approved management plan and budget;
- d.** Manage and maintain oversight on projects authorized in the Authority Brownfield Policy;
- e.** Actively seek developers for redevelopment projects within the City of Jackson;
- f.** Provide an annual report concerning the activities and financial condition of the Authority;
- g.** Apprise the Authority on legislation and rule changes affecting Authority operations;
- h.** Report on redevelopment requests and new initiatives;
- i.** Act as Deputy Secretary/Treasurer for purposes of recording the minutes, as well as general maintenance and administration of Authority records as required;
- j.** Recommend funding sources for the operation and maintenance of the Authority;

- k.** Be a technical, ex-officio member of the Authority; and,
- l.** Complete other assignments as needed.

ARTICLE XIII

Fiscal Year

Fiscal Year: The fiscal year of the Brownfield Redevelopment Authority shall mirror the fiscal year used by the City of Jackson.

ARTICLE XIV

Document Depository Designation

Document Depository Designation: The office of the Director of the City's **Neighborhood and Economic Operations Department** ~~Department of Community Development~~ shall keep all records and files of the Authority. All records will be open to the public under the Freedom of Information Act, as prescribed by law.

ARTICLE XV

Fiscal Issues

Fiscal Depository Designation: The Authority shall utilize the City of Jackson for all financial reporting and transactions of the Authority.

Annual Accounting: The Authority shall require an annual audit of its financial records. The audit shall take any form deemed appropriate by the Board. The results of the audit shall be shared with the Jackson City Council, as prescribed by law.

ARTICLE XVI

Jackson City Council Approvals

Bonds, Spending and Indebtedness: The Authority shall obtain approval and official action by the Jackson City Council for the issuance of bonds and other means of indebtedness.

The Authority is subject to the policies and procedures detailed in the City of Jackson's Purchasing Policies and Procedures. The Authority may approve individual expenditures up to \$20,000.00 without Council approval.

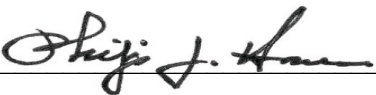
ARTICLE XVII

Amendments

Bylaw Adoption: These Bylaws shall become effective upon approval. Until such approval, these Bylaws shall be the acting Bylaws for the Authority.

Bylaw Amendment: These bylaws may be amended at any regular or special meeting of the Authority at which two-thirds of the entire membership of the Authority, in office, are present and voting therefor, provided written notice is given to each board member of the time, place, and object of the meeting. Further, provided, that any amendment shall require the approval of the Jackson City Council.

I HEREBY CERTIFY that the original Bylaws were adopted on the 27th day of February, 2002 and amended _____ day of _____, 2021.



Philip J. Hones Secretary/Treasurer

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: May 11, 2021
SUBJECT: Establishment of Public Hearings for Special Assessment Roll Nos. 4301, 4302, and 4303

Recommendation:

Approve the resolutions to establish a public hearing date of June 8, 2021 for the confirmation of special assessment rolls:

Roll No. 4301 – Delinquent Miscellaneous 101 General Fund Accounts Receivable

Roll No. 4302 – Delinquent Miscellaneous 641 Public Works Fund Accounts Receivable

Roll No. 4303 – Delinquent Miscellaneous 251 Housing Code Fund Accounts Receivable

Upon approval of the resolutions, a letter will be sent to each property owner included on the rolls and a notice will be published in the Jackson Citizen Patriot.

Your consideration and concurrence is appreciated.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous 101 General Fund accounts receivable totaling, \$32,795.61; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4301 covering delinquent miscellaneous 101 General Fund account receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 8th day of June, 2021, at 6:30 p.m. virtually in compliance with City of Jackson Resolution No. 2021-17 and will hear any and all objections by interested parties that may be made regarding assessments as contained in said roll.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 12th day of May, 2021.

Andrea Muray, City Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous 641 Public Works Fund accounts receivable totaling, \$15,060.52; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4302 covering delinquent miscellaneous 641 Public Works Fund account receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 8th day of June, 2021, at 6:30 p.m. virtually in compliance with City of Jackson Resolution No. 2021-17 and will hear any and all objections by interested parties that may be made regarding assessments as contained in said roll.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 12th day of May, 2021.

Andrea Muray, City Clerk

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance Nos. 98-6 and 98-20, it is the policy of the City Council to periodically review and dispose of all unpaid assessable claims; and

WHEREAS, the City Clerk has determined that there are delinquent miscellaneous 251 Housing Code Fund accounts receivable totaling, \$172.68; and

WHEREAS, the City Clerk requests that said delinquent charges be certified to the City Assessor for the preparation of a special assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council concurs with the recommendation of the City Clerk and hereby directs the City Assessor to prepare for review by the City Council Assessment Roll No. 4303 covering delinquent miscellaneous 251 Housing Code Fund account receivable.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give notice that the City Council and the City Assessor will sit as a Board of Review on Tuesday, the 8th day of June, 2021, at 6:30 p.m. virtually in compliance with City of Jackson Resolution No. 2021-17 and will hear any and all objections by interested parties that may be made regarding assessments as contained in said roll.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 12th day of May, 2021.

Andrea Muray, City Clerk

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: May 11, 2021
SUBJECT: Local Governmental Unit Approval for Social District Permit

RECOMMENDATION:

Consideration of a resolutions approving the Social District Permit Application for Veritas and Grand River Brewery.

On April 27, 2021 City Council adopted a resolution establishing a Jackson Downtown Social District. Businesses that are located within the Social District may apply to the Michigan Liquor Control Commission to obtain a permit. On April 30, 2021 the owners of Veritas Restaurant and Grand River Brewery contacted the Clerk's Office seeking the Local Governmental Unit Approval by way of the attached resolutions.

Your consideration is appreciated.

C: Jonathan Greene, City Manager



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ Regular _____ meeting of the _____ City of Jackson _____ council/board
(regular or special) (name of city, township, or village)

called to order by Mayor Derek Dobies on May 11, 2021 at 6:30 p.m.
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Urban Restaurants LLC dba Veritas
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ Regular _____ meeting of the _____ City of Jackson _____ council/board
(regular or special) (name of city, township, or village)

called to order by Mayor Derek Dobies _____ on May 11, 2021 _____ at 6:30 p.m. _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Veritas Vineyard dba Grand River Brewery _____
(name of licensee - if a corporation or limited liability company, please state the company name)

for a Social District Permit is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

MEMOTO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor 

DATE: May 11, 2021

SUBJECT: Corrective Resolution for Special Assessment Roll No. 4297

Recommendation: Approve Corrective Resolution for Special Assessment Roll No. 4297 for Delinquent Miscellaneous Delinquent General Fund Accounts Receivable, confirmed December 8, 2020.

Attached please find the corrective resolution for Special Assessment Roll No. 4297 for Delinquent Miscellaneous General Fund Accounts Receivable, confirmed December 8, 2020.


Due to a delay in processing the Notice of Judgement of Foreclosure the attached properties were incorrectly specially assessed for delinquent invoices billed to the prior owner.

I recommend approval of the above-mentioned resolution. Your consideration and concurrence is appreciated.

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jason Yoakam 

DATE: May 11, 2021

RECOMMENDATION: Recommend Adoption of a Corrective Resolution for Special Assessment Roll No. 4297

SUMMARY

Due to a delay in processing the Notice of Judgement of Foreclosure the attached properties were incorrectly specially assessed for delinquent invoices billed to the prior owner.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

None

DISCUSSION OF THE ISSUE

None

POSITIONS

Recommend adoption of a Corrective Resolution

ATTACHMENTS: Memo to Council; Corrective Resolution

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Delinquent Miscellaneous General Fund Accounts Receivable, which assessments were by him placed on Assessment Roll No. 4297 and were reported to the City Council at its regular meeting held on the 8th of December, 2020; and

WHEREAS, on December 8, 2020, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, due to a delay in processing the Notice of Judgement of Foreclosure the attached properties were incorrectly specially assessed for delinquent invoices billed to the prior owner.

WHEREAS, this delay did cause the levy of special assessments against properties listed in Exhibit A that had since transferred ownership.

WHEREAS, these special assessments are extinguished in accordance with section 22-12 of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the special assessments listed in Exhibit A, in the total amount of \$1,383.34, on special assessment roll 4297, are hereby deleted.

* * * * *

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

I, Andrea Muray, City Clerk in an 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 this 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 12th day of May, 2021.

Andrea Muray, City Clerk

EXHIBIT A

Parcel	Amount	Roll	Confirmed	Delq Fund	For	Inv #
5-060900000	\$ 258.80	4297	12/8/2020	101 General Fund	Mowing	1900024632
5-063000000	\$ 343.20	4297	12/8/2020	101 General Fund	Mowing	1900024634
5-078600000	\$ 261.68	4297	12/8/2020	101 General Fund	Mowing	1900024507
5-110100000	\$ 184.10	4297	12/8/2020	101 General Fund	Mowing	1900024027
5-141900000	\$ 335.56	4297	12/8/2020	101 General Fund	Mowing	1900024894
	\$ 1,383.34					

MEMOTO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor 

DATE: May 11, 2021

SUBJECT: Corrective Resolution for Special Assessment Roll No. 4298

Recommendation: Approve Corrective Resolution for Special Assessment Roll No. 4298 for Delinquent Miscellaneous Public Works Fund Accounts Receivable, confirmed December 8, 2020.


Attached please find the corrective resolution for Special Assessment Roll No. 4298 for Delinquent Miscellaneous General Fund Accounts Receivable, confirmed December 8, 2020.

Due to a delay in processing the Notice of Judgement of Foreclosure parcel 5-141900000 was incorrectly specially assessed for delinquent invoices billed to the prior owner.

I recommend approval of the above-mentioned resolution. Your consideration and concurrence is appreciated.

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jason Yoakam 
DATE: May 11, 2021
RECOMMENDATION: Recommend Adoption of a Corrective Resolution for Special Assessment Roll No. 4298

SUMMARY

Due to a delay in processing the Notice of Judgement of Foreclosure parcel 5-141900000 was incorrectly specially assessed for delinquent invoices billed to the prior owner.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

None

DISCUSSION OF THE ISSUE

None

POSITIONS

Recommend adoption of a Corrective Resolution

ATTACHMENTS: Memo to Council; Corrective Resolution

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Delinquent Miscellaneous Public Works Accounts Receivable, which assessments were by him placed on Assessment Roll No. 4298 and were reported to the City Council at its regular meeting held on the 8th of December, 2020; and

WHEREAS, on December 8, 2020, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, due to a delay in processing the Notice of Judgement of Foreclosure the attached properties were incorrectly specially assessed for delinquent invoices billed to the prior owner.

WHEREAS, this delay did cause the levy of a special assessment against parcel 5-141900000 that had since transferred ownership.

WHEREAS, these special assessment is extinguished in accordance with section 22-12 of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the special assessment on parcel 5-141900000, in the total amount of \$290.28, on special assessment roll 4298, is hereby deleted.

* * * * *

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

I, Andrea Muray, City Clerk in an 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 this 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 12th day of May, 2021.

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 11, 2021

SUBJECT: Approve the sale of City Owned properties located at 400 & 404 S. Blackstone Street to Jackson Interfaith Shelter.

Recommendation: Approve the sale of City owned property located at 400 & 404 S. Blackstone to adjacent property owner Jackson Interfaith Shelter. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

Attached is a report from Lisa Moutinho. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Lisa Moutinho, Administrative Assistant to the City Manager

DATE: April 27, 2021

RECOMMENDATION: Approve the sale of City owned properties located at 400 & 404 S. Blackstone to adjoining property owner, Jackson Interfaith Shelter, and authorize the City Manager to execute property transfer documents.

SUMMARY

The City of Jackson proposes to sell two parcels of vacant land located at 400 & 404 S. Blackstone to adjacent property owner Jackson Interfaith Shelter.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Jackson Interfaith Shelter and the City of Jackson. Jackson Interfaith Shelter would like to purchase the vacant lots at 400 & 404 S. Blackstone as they adjoin their property at 406 S. Blackstone. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

If Jackson Interfaith Shelter 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

Requested action is for City Council to approve the sale of 400 and 404 S. Blackstone to adjoining property owner Jackson Interfaith Shelter.

ATTACHMENTS

- 400 & 404 S. Blackstone 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 Jackson Interfaith Shelter, a Michigan 501(c)(3), whose address is 406 S. Blackstone Street, Jackson, MI 49201 and referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, the City is the owner of real properties in City of Jackson commonly known as 400 & 404 S. Blackstone Street, Jackson, MI 49201, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Properties"; and

WHEREAS, Developer owns the neighboring property in the City of Jackson commonly known as 406 S. Blackstone Street, Jackson, MI 49201, which Developer uses as a home for the homeless; and

WHEREAS, Developer desires to purchase the Properties from the City to meet future needs of the shelter, and

WHEREAS, Developer will abide by the terms set forth in this Agreement and pay the City SEVEN HUNDRED TWENTY FIVE DOLLARS and no/100 (\$725.00) in consideration for the City transferring ownership of the Properties to Developer; and

WHEREAS, City requires Developer to make certain improvements on the Properties 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 PROPERTIES. 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 Properties to Developer by quit claim deed.

3. COMBINING LOTS. Developer agrees to combine 406 S. Blackstone Street with 400 S. Blackstone, 404 S. Blackstone, 308 W. Franklin Street, 312 W. Franklin Street and 316 W Franklin 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 Properties, 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 Properties 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 Properties 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. 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.

10. 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.

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

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

13. NON-DISCRIMINATION REQUIREMENT. Developer, its successors and assigns, and every successor in interest to the Properties 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 Properties.

14. 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.

15. 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 of Jackson
161 West Michigan Avenue
Jackson, MI 49201
Attention: City Attorney

If to Developer, to: Jackson Interfaith Shelter
Steve Castle – Chief Executive Officer
406 S. Blackstone Street
Jackson, MI 49201

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

Jackson Interfaith Shelter
a Michigan 501 (c)(3)

By: _____
Steve Castle
Its: Chief Executive Officer

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by Steve Castle, as the Chief Executive Officer of Jackson Interfaith Shelter, a Michigan 501 (c)(3).

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:

N 44 FT OF E 5 RDS OF LOT 1 B4S R2W THE ORIGINAL PLAT OF THE
VILLAGE OF JACKSONBURG

Commonly known as: 400 S. BLACKSTONE STREET, JACKSON, MI
49201

Parcel/Tax ID#: 4-030100000

And

N 44 FT OF S 88 FT OF E 5 RDS OF LOT 1 B4S R2W THE ORIGINAL
PLAT OF THE VILLAGE OF JACKSONBURG

Commonly known as: 404 S. BLACKSTONE STREET, JACKSON, MI
49201

Parcel/Tax ID#: 4-030200000

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 400 & 404 S. Blackstone Street, Jackson, MI 49201

-None-

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 **Jackson Interfaith Shelter**, a Michigan 501 (c)(3), whose address is 406 S. Blackstone Street, Jackson, MI 49201 (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 400 & 404 S. Blackstone Street (the Properties), together with all improvements and appurtenances, now on the Property, with Buyer to pay SEVEN HUNDRED TWENTY FIVE (\$725.00) and no/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 Properties 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 these properties and the properties are vacant land. The Buyer agrees to combine the parcels of land with his/her current parcels of land located at 406 S. Blackstone, 308 W. Franklin, 312 W. Franklin and 316 W. Franklin.

6. CLOSING

Closing shall take place at the office of the City Attorney on or after May 11, 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 Properties 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 Properties. Buyer further acknowledges their agreement that all provisions relating to acceptance of the Properties in "AS IS — WHERE IS, WITH ALL FAULTS" applies to any condition on or in the Properties relating to the presence of lead.

10. CONDITION OF PROPERTIES

Buyer acknowledges and agrees that the Properties shall be sold, and Buyer shall accept possession of the real properties 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 Properties or any matters affecting the Properties, including without limitation the physical condition of the Properties, title to or boundaries of the Properties, soil conditions, the presence or absence, location or scope of any Hazardous Materials in, at, or under the Properties, compliance with building, health, safety, land use or zoning laws, other engineering characteristics, traffic patterns and all other information pertaining to Properties. 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 Properties, (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 Properties, and (iii) that Buyer is not relying upon any representation or warranty concerning the Properties 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 Properties whether those defects were latent or patent.

11. LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Properties 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 Properties 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 Properties in accordance with a Development Agreement executed by the Parties, Seller shall have the right to re-enter and re-possess the Properties 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 properties 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 monies 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 Properties for the purpose of inspecting the Properties and making engineering tests and other investigations, inspections and tests related to Buyer's development of the Properties.

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 Properties, 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 Properties.

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 Properties 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 guaranteeing 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>	Jackson Interfaith Shelter Steve Castle – Chief Executive Officer 406 S. Blackstone Street Jackson, MI 49201

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: Jackson Interfaith Shelter
a Michigan 501 (c)(3)

Seller: City of Jackson

Steve Castle
Its: Chief Executive Officer

Jonathan Greene
City Manager

Dated: _____

Dated: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

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

N 44 FT OF E 5 RDS OF LOT 1 B4S R2W THE ORIGINAL PLAT OF THE
VILLAGE OF JACKSONBURG

Commonly known as: 400 S. BLACKSTONE STREET, JACKSON, MI
49201

Parcel/Tax ID#: 4-030100000

And

N 44 FT OF S 88 FT OF E 5 RDS OF LOT 1 B4S R2W THE ORIGINAL
PLAT OF THE VILLAGE OF JACKSONBURG

Commonly known as: 404 S. BLACKSTONE STREET, JACKSON, MI
49201

Parcel/Tax ID#: 4-030200000

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: May 11, 2021

SUBJECT: Approve the sale of City Owned property located at 109 W. Franklin Street to Greater Jackson Habitat for Humanity.

Recommendation: Approve the sale of City owned property located at 109 W. Franklin Street to Greater Jackson Habitat for Humanity. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

Attached is a report from Lisa Moutinho. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Lisa Moutinho, Administrative Assistant to the City Manager

DATE: May 11, 2021

RECOMMENDATION: Approve the sale of City owned property located at 109 W. Franklin Street to Greater Jackson Habitat for Humanity, and authorize the City Manager to execute property transfer documents.

SUMMARY

The City of Jackson proposes to sell a parcel of vacant land located at 109 W. Franklin to Greater Jackson Habitat for Humanity.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Greater Jackson Habitat for Humanity and the City of Jackson. Greater Jackson Habitat for Humanity would like to purchase the vacant lot at 109 W. Franklin to build a home for a local family. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

If Greater Jackson Habitat for Humanity 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

Requested action is for City Council to approve the sale of 109 W. Franklin Street to Greater Jackson Habitat for Humanity.

ATTACHMENTS

- 109 W. Franklin 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 Greater Jackson Habitat for Humanity, a Michigan 501(c)(3), whose address is 251 W. Prospect 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 109 W. Franklin Street, Jackson, MI 49201, 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 has rehabilitated and/or built over 60 homes in the City of Jackson, providing safe homes for families in the community; and

WHEREAS, Developer desires to purchase the Property from the City to construct a new, single family home; and

WHEREAS, Developer will abide by the terms set forth in this Agreement and pay the City THREE HUNDRED SIXTY TWO DOLLARS and 50/100 (\$362.50) in consideration for the City transferring ownership of the Property to Developer; 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. 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.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

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

12. 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.

13. 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.

14. 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 of Jackson
161 West Michigan Avenue

Jackson, MI 49201
Attention: City Attorney

If to Developer, to: Greater Jackson Habitat for Humanity
Wendy Clow – Executive Director
251 W. Prospect Street
Jackson, MI 49203

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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: _____

DEVELOPER

Greater Jackson Habitat for Humanity
a Michigan 501 (c)(3)

By: _____
Wendy Clow
Its: Chief Executive Officer

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by Wendy Clow, as the Executive Director of Greater Jackson Habitat for Humanity, a Michigan 501 (c)(3).

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:

N 107 FT OF E 1/2 OF LOT 4 B5S R1E THE ORIGINAL PLAT OF THE
VILLAGE OF JACKSONBURG

Commonly known as: 109 W. FRANKLIN STREET, JACKSON, MI
49201

Parcel/Tax ID#: 4-012400000

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 109 W. Franklin Street, Jackson, MI 49201

-NONE-

*All future construction on the lot shall meet the requirements of the City Code, and shall be subject to the acquisition of all necessary permits, inspections and approvals from City and other governmental agencies having jurisdiction.

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 **Greater Jackson Habitat for Humanity**, a Michigan 501 (c)(3), whose address is 251 W. Prospect 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 109 W. Franklin Street (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay THREE HUNDRED SIXTY TWO (\$362.50) and 50/100 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.

6. CLOSING

Closing shall take place at the office of the City Attorney on or after May 11, 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 monies 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 guaranteeing 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>	Greater Jackson Habitat for Humanity Wendy Clow – Executive Director 251 W. Prospect 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: Greater Jackson Habitat for Humanity
a Michigan 501 (c)(3)

Seller: City of Jackson

Wendy Clow
Its: Executive Director

Jonathan Greene
City Manager

Dated: _____

Dated: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

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

N 107 FT OF E 1/2 OF LOT 4 B5S R1E THE ORIGINAL PLAT OF THE
VILLAGE OF JACKSONBURG

Commonly known as: 109 W. FRANKLIN STREET, JACKSON, MI
49201

Parcel/Tax ID#: 4-012400000

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: May 11, 2021
SUBJECT: Contract Award for the 2021 Asphalt Pavement Crack Treatment Project

Recommendation:

Approval of an award for the 2021 Asphalt Pavement Crack Treatment contract to K&B Asphalt Sealcoating, Inc. of Adrian Michigan, at a cost of \$19,800.00 and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Jon Dowling, City Engineer. The Engineer's estimate for this project was \$56,100.50.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: May 11, 2021

RECOMMENDATION: Approval of an award for the 2021 Asphalt Pavement Crack Treatment contract to K&B Asphalt Sealcoating, Inc. of Adrian Michigan, at a cost of \$19,800.00 and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On April 22, 2021 bids were opened in the Purchasing Department for the 2021 Asphalt Pavement Crack Treatment contract. The project consists of asphalt pavement crack treatment on 1.67 miles of Local Streets, 5.44 miles of Major Streets and 1.33 miles of non-motorized trail using a rout and seal process or overbanding process.

BUDGETARY CONSIDERATIONS

The Engineer's estimate for this project was \$56,100.50. Bids were as follows:

Company	Bid
K&B Asphalt Sealcoating, Inc., Adrian, MI	\$19,800.00
Wolverine Sealcoating LLC, Jackson, MI	\$20,872.00
Carr's Outdoor Services, Inc., Canton, MI	\$26,834.00
Scodeller Construction Inc., Wixom, MI	\$31,290.00

This project will be paid out of Local Street Funds and Major Street Funds.

HISTORY, BACKGROUND and DISCUSSION

The best way to keep asphalt roads in good condition is to keep water from getting into the pavement. The City has gotten away from crack filling in recent years. To catch back up this preventive maintenance work, this contract has been developed to crack fill about 8.44 miles of City streets that have been built over the past 15 years.

DISCUSSION OF THE ISSUE

This project consists of asphalt pavement crack treatment on 1.67 miles of Local Streets, 5.44 miles of Major Streets and 1.33 miles of non-motorized trail using a rout and seal process or overbanding seal process.

POSITIONS

In concurrence with the Purchasing Agent, it is the recommendation of Engineering that the 2021 Asphalt Pavement Crack Treatment contract be awarded to K&B Asphalt Sealcoating, Inc. of Adrian, Michigan for a cost of \$19,800.00. We also request that the Mayor and City Clerk be authorized to execute the appropriate documents.

JHD/ss

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 11, 2021

SUBJECT: **Request to adopt a resolution approving the street list as selected for the FY 2021 Highway Infrastructure Program (HIP) Funds and the HIP Covid Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP).**

Recommendation:

To adopt a resolution to approve the street list as selected for the FY 2021 Highway Infrastructure Program (HIP) Funds and the HIP Covid Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.

Attached is a report and resolution from Jon Dowling, City Engineer, regarding adoption of a resolution as outlined in the report.

I recommend adoption of the resolution. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: May 11, 2021

RECOMMENDATION: **To adopt a resolution to approve the street list as selected for the FY 2021 Highway Infrastructure Program (HIP) Funds and the HIP Covid Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.**

SUMMARY

To comply with the current Federal Road Funding Act, the Transportation Improvement Plan (TIP) is prepared every four years. As part of the process, Region 2 Planning Commission (R2PC) has requested that the local agencies in the Jackson Urbanized Area requesting federal funding obtain a resolution of support from their governing bodies. The resolution for the City of Jackson's list of projects for fiscal year 2020-2023 TIP is attached.

BUDGETARY CONSIDERATIONS

The Jackson Area Comprehensive Transportation Study (JACTS) has received additional HIP funding which was divided between the City and County, with the City to receive \$85,380.00 in FY 2021 HIP funding with an 80/20 match, and \$262,500.00 of FY 2021 HIP COVID funding which has no match, for a total of \$347,880.00.

HISTORY, BACKGROUND and DISCUSSION

R2PC, being the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area, administers the federal funds to be included in the TIP for the local agencies in the Jackson Area. The City has about 44.5 miles of federal aid eligible roads of the approximately 155 miles of City roads. From 2008 to 2021 the City has rebuilt or resurfaced 12.85 miles of the federal aid eligible roads or about 30%. The City also has 42 signals which are all on federal aid eligible roads. Since 2002, 13 City signals have been replaced by the City and 4 were replaced by MDOT prior to Washington Avenue going from Trunk line to a City Street in 2018. Four signals are on the TIP to be replaced in 2021, three of which are funded by federal safety funds. Traffic signals do not have a life of more than 30 years and MDOT replaces their signals every 20 years to minimize breakdowns.

DISCUSSION OF THE ISSUE

The City has a number of old traffic signals in our system. The signal at Greenwood Avenue and Fourth Street was installed in 1989. The installation date for the signal at Fourth and Prospect Street is unknown. These signals are old and have been modified over the years to bring them up to a minimum standard but neither of these two intersections have the number of heads in the proper place to meet the standards in the Michigan Manual of Uniform Traffic Control Devices. Engineering recommends using the additional HIP funds available to the City to rebuild the signals at Greenwood at Fourth, and Fourth at Prospect with new mast arm signals.

The projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

Fiscal Year	Project	Limits	Federal Amt	City Share
2022	Greenwood Avenue Signal	At Fourth Street	\$167,880.00	\$107,120.00
2022	Fourth Street Signal	At Prospect Street	\$180,000.00	\$ 45,000.00
		TOTALS	\$347,880.00	\$152,120.00

POSITIONS

Engineering requests that the attached resolution to approve the street list as selected for the FY 2021 Highway Infrastructure Program (HIP) Funds and the HIP Covid Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP) be adopted.

ATTACHMENT

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Region 2 Planning Commission, being the Metropolitan Planning Organization for the Jackson Urbanized Area, has received additional \$695,765 in HIP federal funds for Fiscal Year 2021 to add to the Transportation Improvement Plan for fiscal years 2020–2023; and

WHEREAS, the funds are \$85,380 in FY2021 HIP funds with an 80/20 match and \$610,385 in HIP COVID funds with no match requirements; and

WHEREAS, City Engineering met on March 31, 2021, with Region 2 Planning Commission, Jackson County Department of Transportation and Jackson Area Transportation Authority to select projects and to divide the Federal Funding per agency; and

WHEREAS, the funds were distributed with the City receiving \$85,380 in FY 2021 HIP funds and \$262,500 in HIP COVID funds; and

WHEREAS, projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

FY 2022 Greenwood/Fourth Traffic Signal

Reconstruct traffic signal with new mast arm signal.
Estimated Construction Cost = \$275,000; with Federal Portion = \$167,880

FY 2022 Fourth/Prospect Traffic Signal

Reconstruct traffic signal with new mast arm signal.
Estimated Construction Cost = \$225,000; with Federal Portion = \$180,000

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the street list as selected for inclusion in the 2020-2023 Transportation Improvement Plan; and

BE IT FURTHER RESOLVED that the City Council approves the local match and is willing to pay the local match for the selected projects.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 12th day of May, 2021.

Derek Dobies, Mayor

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: **Resolution for Approval of a Contract with the Michigan Department of Transportation for Bridge Rehabilitation Work**

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Rehabilitation Work on the Denton Road, Trail Street, North Street and Mechanic Street Bridges, and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT as described in the above recommendation.

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: May 11, 2021

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Rehabilitation Work on the Denton Road, Trail Street, North Street and Mechanic Street Bridges, and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

Attached is a resolution to enter into a contract with MDOT for Rehabilitation Work on the Denton Road, Trail Street, North Street and Mechanic Street Bridges.

BUDGETARY CONSIDERATIONS

The City has received federal funding for 80% and state local bridge funding for 15% of this project.

The cost-participation agreement and contract number 21-5101 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval. The estimate for the construction work is \$156,400 with the federal share being \$125,120, the state local bridge share being \$23,460 and the City share being \$7,820.

HISTORY, BACKGROUND and DISCUSSION

Engineering records indicate that the Denton Road bridge over the Sparks Foundation Park pond was built in 2007, the Trail Street bridge over the Grand River was built in 1970 with rehabilitation in 2013, the North Street bridge over the Grand River was built in 1989 and the Mechanic Street bridge over the Grand River was built in 2009.

DISCUSSION OF THE ISSUE

After a recent bi-annual bridge inspection was performed, the Denton Road, Trail Street, North Street and Mechanic Street bridges were found to be in need of rehabilitation. The work involves penetrating healer/sealer, deck patching, concrete surface coating, joint repair, subsurface repair, fascia beam repair and sidewalk repair.

Engineering was successful in obtaining federal and state funding to assist in the rehabilitation of these four bridges.

POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation (MDOT) for Rehabilitation Work on the Denton Road, Trail Street, North Street and Mechanic Street Bridges be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

Attachments

RESOLUTION

BY CITY COUNCIL:

WHEREAS, bridges on Denton Road, Trail Street, North Street and Mechanic Street are in need of improvements; and

WHEREAS, the project has received federal funding for 80% and state local bridge funding for \$15% of this project; and

WHEREAS, the cost-participation agreement and contract number 21-5101 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$156,400 with the federal share being \$125,120, the state local bridge share being \$23,460 and the City share being \$7,820.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the rehabilitation work on the Denton Road, Trail Street, North Street and Mechanic Street Bridges; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 21-5101 with the Michigan Department of Transportation for rehabilitation work on the Denton Road, Trail Street, North Street and Mechanic Street Bridges; and

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

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 12th day of May, 2021.

Derek Dobies, Mayor

Andrea Muray, City Clerk

LOCAL BRIDGE
FED, NON FED

COM

Control Section	BHT 38000
Job Number	208108CON
Project	21A0437
Structure	4535; 4540; 4542; 4544
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5101

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 23, 2021, attached hereto and made a part hereof:

Rehabilitation work on structure no. 4535 which carries Denton Road over the Sparks Foundation Park Pond Section 09, T03S, R01W, structure no. 4540 which carries Trail Street over the Grand River Section 34, T02S, R01W, structure no. 4542 which carries West North Street over the Grand River Section 34, T02S, R01W, and structure no. 4544 which carries Mechanic Street over the Grand River Section 34, T02S, R01W, city of Jackson, Michigan; including penetrating healer/sealer, deck patching, concrete surface coating, joint repair, substructure repair, fascia beam repair and sidewalk repair; and all together with necessary related work.

WITNESSETH:

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

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

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

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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

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

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

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

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

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

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

5. The PROJECT COST shall be met in part by Federal Funds and by State Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the PROJECT COST in an amount equal to 80 percent of those PROJECT COSTS eligible for participation by such funds. The State Local Bridge Funds will be applied to the PROJECT COST in an amount equal to 15 percent of those PROJECT COSTS eligible for participation by such funds. The remaining 5 percent of the eligible items of PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

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

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

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

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

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

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

such claims shall be reasonable and necessary and shall be considered PROJECT COSTS.

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

April 23, 2021

EXHIBIT I

CONTROL SECTION BHT 38000
JOB NUMBER 208108CON
PROJECT 21A0437
STRUCTURE 4535; 4540; 4542; 4544

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL FUNDS (EST 80%)</u>	<u>STATE LOCAL BRIDGE FUNDS (EST 15%)</u>	<u>TOTAL FEDERAL & STATE AID</u>	<u>BALANCE REQ. PARTY'S SHARE</u>
<u>STRUCTURE AND APPROACHES</u>					
Construction (Contracted)	\$156,400	\$125,120	\$23,460	\$148,580	\$7,820

NO DEPOSIT REQUIRED

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

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

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

The agency shall submit two copies of:

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

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

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

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: **Amendment 1 to the 21-002 Major Street Engineering Contract**

Recommendation:

Approval of Amendment 1 to the 21-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$92,880.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

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

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

PHB

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: May 11, 2021

RECOMMENDATION: Approval of Amendment 1 to the 21-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$92,880.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

SUMMARY

On February 23, 2021, City Council awarded the 21-002 Major Street Engineering contract to Hubbell, Roth & Clark, Inc (HRC) of Bloomfield Hills, MI. The subject Contract Amendment is to provide for design and construction engineering services for signal replacement at Greenwood Avenue and Fourth Street, and Fourth at Prospect Street.

BUDGETARY CONSIDERATIONS

The current amount for the 21-002 Major Street Engineering contract with HRC is \$138,384.00. The amount of proposed Amendment 1 is \$92,880.00, bringing the revised contract amount to \$231,264.00.

This work will be paid for with Major Street Funds.

HISTORY, BACKGROUND and DISCUSSION

On February 23, 2021, the City Council awarded the 21-002 Major Street Engineering contract to HRC for design and construction engineering for mill and overlay on Greenwood Avenue from Fourth Street to Morrell Street.

DISCUSSION OF THE ISSUE

This proposed Contract Amendment 1 is for Traffic Signal Replacement Design and Construction Engineering as described in the attached letter dated April 29, 2021.

POSITIONS

Engineering recommends that Amendment 1 to the 21-002 Major Street Engineering contract with HRC be approved for the not-to-exceed cost of \$92,880.00. I also request that the City Manager and City Engineer be authorized to sign the contract documents.

JHD/ss

ATTACHMENT

**AMENDMENT NO. 1
To Contract for
21-002 Major Street Engineering Contract
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	\$ 138,384.00
AMENDMENT NO. 1	\$ 92,880.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	\$ 231,264.00

REASON FOR AMENDMENT:

To add preliminary and construction engineering services to the contract for signal replacement at Fourth Street, Griswold Street and Greenwood Avenue and Fourth and Prospect Street as described in the letter from Hubbell, Roth & Clark, Inc. dated April 29, 2021

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

ACCEPTED BY:

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

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

April 29, 2021

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

Attn: Jon Dowling, P.E, City Engineer

Re: 21-002 Major Street Engineering
Amendment #1
Traffic Signal Modernizations
Fourth, Griswold & Greenwood and Fourth & Prospect

HRC Job No. 20201015

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 Fourth, Griswold & Greenwood and Fourth & Prospect. The project has received funding for FY 2022 construction that includes the following scope of work:

Design Services

- ≡ Collect topographic survey
- ≡ Prepare plans to upgrade the existing traffic signals with 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 4 weeks of construction
- ≡ Mast Arm Fabrication Testing to be conducted by subconsultant
- ≡ Testing to be coordinated with City and conducted outside of this scope

Bloomfield Hills
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

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 **\$92,880**; Design Engineering fee of **\$38,410** and Construction Engineering fee of **\$54,470** 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 - April 29, 2021
Fourth, Griswold & Greenwood and Fourth & Prospect Traffic Signals

	Hours	Direct Hourly Cost	Direct Cost
Principal, Todd Sneathen	6	\$ 55.00	\$ 330.00
Manager, Lia Michaels	46	\$ 39.20	\$ 1,803.20
Project Engineer, Mike Romkema	54	\$ 39.00	\$ 2,106.00
Traffic Engineer, Chris Bauer/Genti Heqimi	94	\$ 34.70	\$ 3,261.80
Graduate Engineer, Cole Villalobos	108	\$ 32.20	\$ 3,477.60
Survey Manager, Scott Roth	4	\$ 40.00	\$ 160.00
Survey Instrument Person	60	\$ 29.90	\$ 1,794.00
Survey Instrument Person	60	\$ 29.50	\$ 1,770.00
Senior Survey Tech, John Kibble	12	\$ 30.80	\$ 369.60
Construction Observer, Jeff Pratt	250	\$ 33.20	\$ 8,300.00
Office Tech, Alicia Blower	80	\$ 24.00	\$ 1,920.00
Sub total	774		\$ 25,292.20
Overhead (Labor x 200%)			\$ 50,584.40
		Sub-Total - HRC	\$ 75,876.60
Subconsultant - Geotechnical - MTC			\$ 5,000.00
Subconsultant - SME - Fabrication Inspection			\$ 12,000.00
		Design	\$ 38,410.00
		Construction	\$ 54,470.00
		Total HRC Costs	\$ 92,880.00

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 11, 2021
SUBJECT: **Resolution for Approval of a Contract with the Michigan Department of Transportation for Morrell Street, from Greenwood Avenue to Martin Luther King, Jr. Drive**

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for street reconstruction on Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive, and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT for Morrell Street reconstruction.

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: May 11, 2021

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for Street Reconstruction on Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive, and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY

Attached is a resolution to enter into a contract with MDOT for street reconstruction on Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive.

BUDGETARY CONSIDERATIONS

The project is broken down into two parts: Part A – roadway reconstruction and Part B - street lighting. The City has received federal funding for \$81.85% for Part A of this project.

The cost-participation agreement and contract number 21-5062 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval. The estimate for the construction work is \$836,700 with the federal share being \$614,858 and the City share being \$221,842.

HISTORY, BACKGROUND and DISCUSSION

Engineering records indicate the pavement and concrete curbs were fully reconstructed on Morrell Street from Greenwood Avenue to S. Martin Luther King, Jr. Drive in 1980. Records show that the roadway was sealcoated in 1997 and crack filled in 2002. The current condition of the pavement is very poor. It has cracking, potholes and extensive patching throughout.

DISCUSSION OF THE ISSUE

Engineering proposes full depth pavement replacement with new aggregate base and new hot mix asphalt. In conjunction with the street construction. During the street reconstruction the broken or damaged sidewalks and curbs within the project area will be replaced with new concrete. The drive approaches to the vacant parcels will be removed and new concrete curb will be installed. Decorative street lighting will be installed throughout the project area.

POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation (MDOT) for Street Reconstruction on Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive, be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

Attachments

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive is in need of improvements; and

WHEREAS, the project is broken down into two parts: Part A – roadway reconstruction and Part B - street lighting; and

WHEREAS, the project has received federal funding for 81.85% for Part A of this project; and

WHEREAS, the cost-participation agreement and contract number 21-5062 for this project has been prepared by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$836,700 with the federal share being \$614,858 and the City share being \$221,842.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the reconstruction on Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 21-5062 with the Michigan Department of Transportation for the reconstruction of Morrell Street from Greenwood Avenue to Martin Luther King, Jr. Drive; and

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

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 11th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 12th day of May, 2021.

Derek Dobies, Mayor

Andrea Muray, City Clerk

STP

DA

Control Section	STUL 38000
Job Number	207173CON
Project	21A0373
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5062

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 8, 2021, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction, concrete curb repair and sidewalk improvements and pavement markings along Morrell Street from Greenwood Avenue to Francis Street; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Decorative lighting and landscaping along Morrell Street from Greenwood Avenue to Francis Street, including slope restoration; and all together with necessary related work

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the

PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

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

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

- 7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

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

such sums to the appropriate funding source.

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

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

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

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

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

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



April 8, 2021

EXHIBIT I

CONTROL SECTION STUL 38000
JOB NUMBER 207173CON
PROJECT 21A0(373)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$751,200	\$85,500	\$836,700

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$751,200	\$85,500	\$836,700
Less Federal Funds	<u>\$614,858</u>	<u>\$ 0</u>	<u>\$614,858</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$136,342	\$85,500	\$221,842

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

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

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

The agency shall submit two copies of:

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

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

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

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

MEMORANDUM

TO: Planning Commission
FROM: Mayor Derek Dobies
DATE: April 13, 2021
SUBJECT: Neighborhood Association Recognition Ordinance

Recommendation: Motion to approve first reading and advance to second reading and final adoption an Ordinance amending Section 8-25 through 8-40 of Article 2, Chapter 8 of the Code of Ordinances of the City of Jackson, Michigan to create a Neighborhood Association Recognition Ordinance that encourages neighbors to actively engage in city affairs, and provide for access to information to help neighborhoods understand local issues and opportunities.

The Planning Commission worked in collaboration with the City Council to conduct a large number of public meetings to advise the city's most recent Master Plan in 2016. That document included a number of recommendations to strengthen our neighborhoods, including numerous citywide charrettes to group and name approximations of neighborhood locations (Exhibit 1). It is my opinion that the City would benefit by encouraging the development and organization of vibrant, active neighborhood associations across our city.

Due to the potential impact of new development and redevelopment upon neighborhoods, it can be useful if developers coordinate major proposals and plans with neighborhood associations. Early identification and resolution of potential conflicts involving neighborhoods and the private sector can be of utmost value to all concerned.

For these reasons and others, a standardized recognition policy for Jackson neighborhood associations would promote improved communications between neighborhood residents and city government. It is my hope that vibrant neighborhood associations can also be the frontline welcoming committees to new business and families locating in Jackson.

The ordinance also establishes a neighborhood empowerment fund to incentivize the creation of neighborhood associations and put more power and decision making back into the hands of residents.

Attached is a black lined version of the proposed ordinance for your review.

Your consideration is greatly appreciated.

ORDINANCE NO. 2021-##

An Ordinance amending Section 8-25 through 8-40 of Article 2, Chapter 8 of the Code of Ordinances of the City of Jackson, Michigan to create a Neighborhood Association Recognition Ordinance that encourages neighbors to actively engage in city affairs, and provide for access to information to help neighborhoods understand the issues and opportunities they face.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 8 - COMMUNITY DEVELOPMENT

ARTICLE II. - NEIGHBORHOOD ASSOCIATIONS

Sec. 8-25. - Title.

This article may be cited as the "Neighborhood Association Recognition Ordinance."

Sec. 8-26. - Findings and purpose.

- (a) Early identification and resolution of potential conflicts involving neighborhoods and the private sector can be of utmost value to all concerned.
- (b) A standardized recognition policy for Jackson neighborhood associations would promote improved communications between neighborhood associations and city government.
- (c) Due to the potential impact of new development and redevelopment upon neighborhoods, it can be useful if developers coordinate major proposals and plans with neighborhood associations.
- (d) As neighbors organize themselves into associations, they better know each other and can report irregular circumstances and crime to the police department to better secure property and improve public safety.
- (e) The purpose of this Article is to meet the needs specified by the above legislative findings, while not limiting the rights of any other person, including non-chartered neighborhood groups, to input directly into the city's decision making processes.

Sec. 8-27. - Definitions.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Neighborhood association means an organized group of people or other legal entities who own or occupy real property within a specified subarea of the city.

Chartered neighborhood association means a neighborhood association that meets the criteria described in Sec. 8-28 et seq.

Words not defined herein, but defined in Chapter 28, Sec. 28-5, are to be construed as defined therein.

Sec. 8-28. - Criteria for recognition of neighborhood associations.

A neighborhood association may be designated a chartered neighborhood association by resolution of the City Council when and so long as all the following criteria are found to be met:

- (a) The association shall file with the City department of neighborhood and economic operations a current copy of their bylaws. The bylaws shall include the following provisions:
 - (i) The geographic boundaries of the neighborhood association shall be reasonable; boundaries are recommended to include an area of the city not more than one half square mile and not less than 15 acres or four blocks; boundaries shall make reasonable efforts to conform to those outlined in the most recent city master plan. The boundaries of any neighborhood association in existence on the effective date of Sec. 8-25 et seq. shall be deemed reasonable.
 - (ii) The association shall make full membership open to all persons residing within its boundaries and to all persons and legal entities owning property or having a place of business within its boundaries.
 - (iii) The association shall hold at least one meeting per year for which it makes a reasonable attempt to give written notice to every household and place of business within the association's boundaries; mail, delivered handbills, or a number of prominent signs are examples of adequate notice. No election shall be held at a meeting of an association unless the meeting is so advertised.
- (b) Officers of chartered associations shall annually submit a letter to the city department of neighborhood and economic operations attesting to the number of dues-paying members their records indicate for the previous year. If an association has no dues-paying members, or if dues-paying membership does not adequately reflect an association's size, its officers shall annually submit other evidence of the size of its active membership.
- (c) No new neighborhood association shall be chartered which has within its boundaries a geographic area already defined within the boundaries of an existing, previously chartered neighborhood association unless one of the following two requirements have been met:
 - (i) The new association demonstrates to the satisfaction of the City Council that it has more members (adult owners or residents of the neighborhood who have indicated in writing they want to join the association) in the overlapping area than the first association; or

- (ii) The new association demonstrates to the City Council that the interests of the proposed members are not being adequately represented by the first association[s] with which it proposes to overlap. A failure to adequately represent may be demonstrated as follows:
 - (1) Ten owners or residents within the area of overlap who are members of the first neighborhood association, or who meet the membership eligibility criteria to be members, submit a request in writing to the first neighborhood association, asking that the first neighborhood association take action on an issue which is within the authority of the neighborhood association; and
 - (2) The first neighborhood association fails to consider the issue at the next scheduled meeting of the board or full membership or fails to resolve the matter at the next scheduled meeting of the board or full membership in the manner requested by those making the request or fails to conduct a board or full membership meeting within 90 days of the written request; and
 - (3) After a failure to resolve the matter at a timely called meeting of the board or full membership, the first neighborhood association declines to participate in mediation after a request for mediation is made, or fails to reach a mutually acceptable resolution of the issue in mediation; and
 - (4) The new association gathers the written confirmation of either (i) at least 50 adult residents or owners or (ii) at least one quarter of the addresses located within the boundaries of the association(s) with which the new association will overlap, whichever is the lesser number, that those residents or owners desire to be members of the new association. Such confirmation may be by electronic transmission.
- (iii) The first association and the new association may voluntarily resolve overlapping boundary issues through written agreements to allow overlapping boundaries or through agreements to redraw neighborhood boundaries to provide each association with an exclusive area.
- (d) The mayor, the appropriate ward city council member, and the city department of neighborhood and economic operations shall be furnished with names, addresses and available phone numbers of current neighborhood association officers and/or board members.
- (e) Evidence of an annual general membership meeting advertised as specified in Section 8-28 (a)(iii) shall be sent to the city department of neighborhood and economic operations within 60 days of the meeting.
- (f) Failure to comply with any of the preceding criteria shall result in notification of noncompliance being sent to the chartered neighborhood association officers and/or board members from the city department of neighborhood and economic operations. Upon receipt of this notice, a chartered neighborhood association must offer evidence of compliance within 60 days; if it does not comply, the association shall be removed from the list of chartered neighborhood associations.

Sec. 8-29. - Responsibilities of chartered neighborhood associations.

(a) Chartered neighborhood associations shall:

- (i) By interaction with their members, residents, and the city, strive to uphold good planning, protect the environment, and promote community welfare. Communication should be fostered between the chartered neighborhood association and city government on plans, proposals, and activities affecting their area.
- (ii) Attempt to inform members and other eligible participants in their neighborhood of issues for discussion.
- (iii) Establish an orderly and democratic means for making representative decisions.
- (iv) Establish and follow a clear method for reporting to the city actions which accurately reflect the neighborhood's position. When a neighborhood association presents its official position on an issue to the city, it shall be prepared to identify whether the decision was reached by the board, a poll of the general membership, or by a vote at a general membership meeting, and the vote for and against the position.
- (v) Comply with its bylaw provisions as specified in Sec. 8-28 above.
- (vi) Notify the mayor, the city department of neighborhood and economic operations, and the ward city council member(s) of general membership meetings at least two weeks in advance, when possible.
- (vii) Notify the city department of neighborhood and economic operations of two persons' addresses where it wishes notice to be sent pursuant to Sec. 8-30 et seq.; such designation shall be changed by the neighborhood association when appropriate.

(b) Chartered neighborhood associations shall not:

- (i) Require any form of payment for membership in a chartered neighborhood association. The association shall make full membership open to all persons residing within its boundaries and to all persons and legal entities owning property or having a place of business within its boundaries.
- (ii) Adopt any rules or regulations concerning private property within the neighborhood association. Powers to pass and enforce regulations, such as building design standards and other code enforcement, remain at the discretion of the City Council of the City of Jackson.

Sec. 8-30. - Responsibilities of the city.

(a) The City Manager shall make reasonable attempts to give mailed notice to chartered neighborhood associations when site applications, which plans would cover areas within or contiguous to the chartered neighborhood association's boundaries; notification shall be when the application is filed. Chartered neighborhood associations shall be notified of new plans upon

initiation of such a project by city departments and within five days of application filing by others. The City Manager shall make reasonable attempts to mail such associations notice concerning all subsequent public hearings of city boards, commissions, and task forces concerning such plan proposals, except hearings which have been deferred to a specific time announced at the prior hearing.

- (b) The City Manager shall make reasonable attempts to give directly affected chartered neighborhood associations prior mailed notification of pending major city development and redevelopment projects and changes in services by the city which will have a direct, significant impact on that neighborhood; permanent and temporary street construction and major repair, total closing of streets, changes in size or type of city parks, building of new city facilities, relocation or reconstruction of privately owned utilities which require a permit are examples. With regard to permanent and temporary street construction and major repair, the City Manager shall give mailed prior notification to the chartered neighborhood associations within one quarter mile of the street construction and/or major repair.
- (c) The City Manager shall require written affirmation of prior notice to chartered neighborhood associations at the time of filing applications, as specified in Sec. 8-31. Not less than 15 days prior to the first public hearing on applications specified in Sec. 8-31, the City Manager shall mail notices of the hearing to such chartered neighborhood associations.
- (d) For the purpose of divisions (a), (b), and (c) of this section, first class letters mailed to two contact addresses submitted by a chartered neighborhood association shall constitute a reasonable attempt to notify.
- (e) The city shall mail or email initial responses within ten days of receipt of any correspondence received from any chartered neighborhood that requests an answer, definition, or status of any city project within their boundaries.
- (f) The city department of neighborhood and economic operations shall:
 - (i) Notify all known neighborhood associations and prospective associations of the requirements for recognition, and advise such groups on how to meet the requirements;
 - (ii) Review its files on neighborhood associations to verify if each association has met the requirements for recognition with current information;
 - (iii) At least annually notify each known neighborhood association of its current recognition status; city departments shall also be advised of associations' status;
 - (iv) Encourage individuals to cooperate with, and collaborate through their existing neighborhood association;
 - (v) Work with City officials and chartered neighborhood associations to develop appropriate processes for neighborhood review and comment on city plans and policies;
 - (vi) Supply to all chartered neighborhood associations a current list of all city government agencies, their department heads, and corresponding phone numbers;

- (vii) Advise chartered neighborhood associations of self-help projects which could enhance the quality of life within their neighborhoods;
 - (viii) Along with the mayor and applicable city council member(s), serve when appropriate as a liaison between a chartered neighborhood association and city agencies;
 - (ix) Provide for the sharing of information with chartered neighborhood associations by furnishing, upon request, available pertinent information;
 - (x) Provide to chartered neighborhood associations a city newsletter to inform them about happenings in city government and to increase communications between such neighborhood associations;
 - (xi) Provide to chartered neighborhood associations workshops on appropriate topics concerning city procedures and actions as well as the effective operation of neighborhood associations; such workshops shall be free for two representatives of each chartered neighborhood association, while a fee may be charged to others; fees may be charged for materials;
 - (xii) Supply to the public and to city officials the names and addresses of the two designated recipients of notices, as most recently specified by each chartered neighborhood association.
- (g) With the advice and consent of the City Council, the City Manager may promulgate rules and guidelines necessary to implement Sec. 8-25 et seq.

Sec. 8-31. - Responsibilities of applicants and developers.

- (a) Applicants for approval of amendments of the zoning map, site development plans (except residential dwellings in R-1 and R-2 districts, and accessory buildings), major subdivisions, vacations of public right-of-way, mapping historic districts, landmarking sites, and issuance or transfer of liquor licenses shall, prior to filing the application, make a reasonable attempt to give written notification of their proposal to any chartered neighborhood association which covers, abuts, or is across public right of way from the subject site.
- (b) Certified letters, return receipt requested, mailed to the two designated neighborhood association representatives on file at the city department of neighborhood and economic operations constitutes a reasonable attempt to notify an association.
- (c) Failure by an applicant to show proof of either notification in person or a reasonable attempt to give written notification of its proposal to such designated association representatives shall be grounds for a neighborhood association to request deferral of a hearing, where hearings are required by code. The application for such hearing shall include a signed statement that such notification has been sent.

Sec. 8-32. - Neighborhood Empowerment Fund.

- (a) Establishment of budget activity. There is further hereby established a "neighborhood empowerment fund" which may be appropriated each year by the City Council. All such monies as are appropriated to the neighborhood empowerment budget activity may be accumulated and expended for such activities, from time to time, as matching grants to chartered neighborhood associations for eligible public improvements.
- (b) Provided, however, that any unexpended or un-appropriated balance in the neighborhood empowerment budget activity may, from time to time, be re-appropriated by the City Council for any such other public purposes as permitted by law which the City Council shall deem necessary or proper.
- (c) All funds raised through private donations shall be placed into the neighborhood empowerment fund and shall be expended only as matching grants to chartered neighborhood associations for eligible public improvements.
- (d) The city may accept monetary gifts, grants, donations, or awards for the purposes of carrying out this article into the neighborhood empowerment fund. The City may work with nonprofits or other organizations to raise funds for projects and activities as needed. Crowd-funding, and other fundraising mechanisms, may be used to solicit donations.

Sec. 8-33. - Severability.

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

Sec. 8-34—8-40. - Reserved.