



AGENDA - CITY COUNCIL MEETING

May 25th , 2021

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Sixth Ward Councilmember Will Forgrave**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
 - A. **Drinking Water State Revolving Fund (DWSRF) Project Plan Presentation from Fishbeck, Thompson, Carr & Huber, Inc.**

Allow for the presentation by Fishbeck, Thompson, Carr & Huber, Inc. for your consideration to pursue the Drinking Water State Revolving Fund for lead service line replacement. A public hearing on the project plan presented will follow at the June 8 council meeting.
6. **PUBLIC HEARINGS.**
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
 - A. **Memo from City Attorney, dated May 5, 2021**

Accept and place on file the memo from the City Attorney dated May 5, 2021, Councilmember Participation & Vote under City Ethics Ordinance.
 - B. **Financial Statements as of and for the 10 Months Ended April 30, 2021**

Accept and place on file the City of Jackson Financial Statements for the 10 months ended April 30, 2021

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of May 11, 2021

Approve the minutes of the regular City Council Meeting of May 11, 2021

B. Resolution for Right of Way Vacation – 16.5’ Portion of the Carlton Right of Way

Adopt a resolution approving the partial street vacation of 16.5’ of the Carlton Boulevard right of way

C. Special Event Application for the Summer Smash Shopping Event

Approve a request from the Downtown Development Authority and various downtown retailers to host the Summer Smash Shopping Event on Saturday, June 26, 2021 on the sidewalks and streets of downtown Jackson.

D. Special Event Application for the Amen 4 Youth, LLC Southside Summerfest Events

Approve a request from Amen for Youth, LLC to host their Southside Summerfest events on May 29, June 19, July 24 and August 28 in Elnora Moorman Plaza and on High Street in Jackson.

E. Special Event Application for the Jackson High School Graduation Ceremony

Approve a request from Jackson High School to host their graduation ceremony on Friday, May 28, 2021 and use road closures on Wildwood Avenue near Jackson High School.

F. Corrective Resolutions for Special Assessment Roll No 4295, 4297 & 4298

Approve corrective resolutions for Special Assessment Roll No. 4295 and 4298 for Delinquent Miscellaneous Public Works Fund Accounts Receivable, and for Special Assessment Roll No. 4297 Delinquent Miscellaneous General Fund Accounts Receivable.

G. First Amendment to Development Agreement

Approve the first amendment to the development agreement dated March 20, 2020 between the City of Jackson and new Generations Meds, LLC, authorize the City Manager to execute the first amendment, and authorize the City Attorney’s office to make minor changes, if necessary.

H. Consideration of a Resolution Approving the Social District Permit Application for Ogma Brewery Company

Approve the Social District Permit for Ogma Brewery Company.

I. Consideration of a Resolution Approving the Social District Permit Application for Islas Nite Lite, LLC dba Nite Lite

Approve the Social District Permit for Islas Nite Lite, LLC, dba Nite Lite

J. Consideration of a Resolution Supporting H.R. 1 S/1

A resolution supporting the For the People Act

10. OTHER BUSINESS.

11. NEW BUSINESS.

A. Approve Renewal of the Contract with T & L Contracting, Inc., Lansing MI, for the Removal of Spent Lime at the Water Treatment Plant

Approve the renewal of the contract with T & L Contracting, Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant, at the price of \$25.68/CYD. This is the final contract extension with T & L Contracting, Inc., original contract dated May 17, 2017.

B. Approval of Water and Sewer Rate Resolution for fiscal years 2021/22 and 2022/23

Approval of water and sewer rate resolution for fiscal years 2021/22 and 2022/23

C. Approval of Neighborhood Association Recognition Ordinance Recommendation

Approve first reading of Neighborhood Association Recognition Ordinance Recommendation is to move approval and advance to second reading.

D. Approve a Contract for Construction Project at Front Entrance of the Jackson Police Department to Integrity Interiors

Approve contract in the amount of \$143,732 to repair front entrance of Jackson Police Department, including stairs and ramp leading into the building to Integrity Interiors.

E. Approve a Resolution to Exercise the City of Jackson's First Right of Refusal under PA 123 of 1999

Approve a resolution to exercise the City of Jackson's first right of refusal under PA 123 of 1999 for two properties.

F. Approval of First Renewal of the 2020 Pavement Marking Contract

Approval of the first renewal of the 2020 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of \$73,308.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent

G. Approve a Resolution to Adopt the City of Jackson's Annual Budget for Fiscal Year 2021/22

Adoption of annual budget resolution for fiscal year 2021/22.

H. Approve a Resolution Authorizing the Levy of a Millage in the amount of 1.9996 Mills on Parcels in the DDA District for Fiscal Year 2021-2022

Approve a resolution from the Downtown Development Authority authorizing a millage in the amount of 1.9996 mills on parcels in the DDA District for fiscal year 2021-2022.

I. Approve the sale of City Owned properties located at 803 E. Washington Avenue to Objectiv Real Estate Holdings LLC

Approve the sale of City owned property located at 803 E. Washington Avenue to adjacent property owner Objectiv Real Estate Holdings LLC. Authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property.

J. Resolution for Approval of a Contract with the Michigan Department of Transportation for Modernization of the Signals on Wisner Street from Ganson Street to Argyle Street

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for modernization of the signals on Wisner Street from Ganson Street to Argyle Street, and authorize the Mayor and City Clerk to execute the appropriate documents.

K. Approve Amendments to Chapter 14 of the Jackson Code of Ordinances

Approve for first reading, proposed amendments to Chapter 14 of the City Code of Ordinances, as consistent with Council Direction at the May 11 City Council meeting.

L. Contractor Identification Ordinance

Motion approval of first reading and advance to second reading and final adoption of an ordinance amending Sections 5-1 of Article 1 of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to ensure contractors doing work in the City of Jackson are properly identified.

M. Responsible Contractor Ordinance

Motion approval of first reading and advance to a second reading and final adoption of a Responsible Contractor Ordinance for the City of Jackson to ensure that all work

on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost effective manner.

N. Approve the Sale of City Owned Property Located at 514 First Street

Approve the sale of City owned property located at 514 First Street, for \$30,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

12. CITY COUNCILMEMBER'S COMMENTS.

13. MANAGER'S COMMENTS.

14. ADJOURNMENT.

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 25, 2021

SUBJECT: **Drinking Water State Revolving Fund (DWSRF) Project Plan Presentation from Fishbeck, Thompson, Carr & Huber Inc.**

Recommendation:

Allow a presentation by Fishbeck, Thompson, Carr & Huber Inc. for your consideration to pursue the Drinking Water State Revolving Fund for lead service line replacement.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: May 25, 2021

RECOMMENDATION: **Drinking Water State Revolving Fund (DWSRF) Project Plan Presentation from Fishbeck, Thompson, Carr & Huber Inc.**

SUMMARY

Allow for the presentation by Fishbeck, Thompson, Carr & Huber Inc. for your consideration to pursue the Drinking Water State Revolving Fund for lead service line replacement at the May 25th council meeting. A public hearing on the project plan presented will follow at the June 8th council meeting.

BUDGETARY CONSIDERATIONS

The estimated cost for construction of the proposed improvements is \$3,300,000, with a resulting annual debt payment of approximately \$199,391. The City of Jackson is eligible for \$3 million from the Disadvantaged Community Lead Service Line Replacement Program and intends to use this allotment for the replacement of lead service lines. The remaining \$300,000 for the project will be funded by the City separately, these funds will be accommodated for in the 403 Lead Service Line Replacement Fund.

HISTORY, BACKGROUND and DISCUSSION

As part of the DWSRF the City of Jackson has qualified for disadvantaged status, which secured \$3,000,000 in principal forgiveness. This Project Plan focuses on replacing lead service lines throughout the City of Jackson's water distributions system. Project construction will involve the replacement of selected lead service lines with new copper service lines to comply with the State of Michigan's Safe Drinking Water Act, and the 2018 revisions to the Lead and Copper Rule.

Starting May 7, 2021, a copy of the draft DWSRF Project Plan will be available for public review on the City of Jackson website.

POSITIONS

Allow a presentation by Fishbeck, Thompson, Carr & Huber Inc. for your consideration to pursue the Drinking Water State revolving Fund for Lead Service Line Replacement.

AUTHORIZED FOR RELEASE BY CITY COUNCIL ON 5.11.21

MEMORANDUM

May 5, 2021

TO: City Council

FROM: Matthew M. Hagerty, City Attorney

RE: Request for Advisory Opinion; Councilmember Participation & Vote under City Ethics Ordinance

Dear Mr. Mayor and Members of City Council:

At the April 27, 2021 City Council Meeting, you made a motion that I provide an advisory opinion concerning the following inquiry:

Whether a City Councilmember, who is also a landlord in the City and who will be affected by proposed revisions to the City's Chapter 14 rental housing ordinance, should participate in Council discussions and/or vote on such matters under the City's Ethics Ordinance?

The answer involves both a review of all relevant provisions of the Ethics Ordinance (Chapter II, Article VIII of the City Code), as well as thoughtful consideration of its overall purpose and intent:

"It is hereby declared to be the official policy of the city that all...elected officials... must avoid conflicts between their private interests and those of the general public they serve."

See, Ethics Ordinance Sec. 2-554.

As I previously indicated in my March 9th correspondence to City Council concerning application of ethics standards involving public contracts, under Section 2-557 of the Ethics Ordinance, Councilmembers:

"...shall avoid any action, whether or not specifically prohibited by section 2-556, which might result in, or create the appearance of:

- (1) Using public employment or office for improper personal economic gain;**
- (2) Giving or accepting preferential treatment to or from any person;**

- (3) Impeding city efficiency;**
- (4) Losing independence or impartiality of action; or**
- (5) Affecting adversely the confidence of the public in integrity of the city government.”**

So, not only must a Councilmember avoid any conflict of interest as specifically enumerated in Sec. 2-556, but further avoid any action that “*might result in, or create the appearance of*” breaching the foregoing enumerated standards. The general public could certainly perceive that discussion and a vote taken by a Councilmember concerning rental housing amendments affecting their personal business interests as a landlord would, at a minimum, create the appearance of losing independence or impartiality of action. It would thereby adversely affect the public’s perception in the integrity of City government. Such conduct should therefore be avoided.

Council’s inquiry also falls within the ‘guidepost’ inquiries described in Sec. 2-558(c)(2)(a) - (f) of the Ethics Ordinance, which sets forth the following questions concerning actions of public officials:

- a. Whether an identifiable conflict exists between the...elected official's...personal interest or obligations and the employee's official duties.**
- b. Whether the...elected official's...participation in an official capacity would involve discretionary judgment with a significant effect on the disposition of the matter in conflict.**
- c. Whether the...elected official's...personal interest exceeds that of other persons who belong to the same economic group or general class.**
- d. What effect the...elected official's...participation would have on the confidence of the people in the impartiality of their city officials and employees.**
- e. Whether a disclosure of the...elected official's... personal interests would be advisable, and, if so, how such disclosure should be made so as to safeguard the public interest.**
- f. Whether it would operate in the best interest of the city for the... elected official... to withdraw or abstain from participation or to direct or pursue another course of action in the matter.**
- g. Whether an identifiable conflict exists between the... elected official's... personal interest or obligations and the employee's official duties.**

As each Councilmember will likely independently conclude upon reviewing these questions and applying them to the situation at hand, participation and voting on proposed amendments to the City’s rental housing program may: 1) directly impact the Councilmember’s personal interests as a landlord, financially and otherwise; 2) could affect their impartiality; and 3) would involve discretionary judgment which may have a significant impact on the disposition of the matter (i.e.

a tie-breaking vote). Abstention is therefore advisable, warranted, and the prudent course of conduct in both the City and Councilmember's best interest. Such a situation is markedly different from a Councilmember voting on a matter that may incidentally affect them but which interest is no different than that of the public generally; e.g., voting on a clean air, leaf pickup, or non-discrimination ordinance.

While Sec. 2-557 of the Ethics Ordinance makes clear that participation and any vote where an identifiable or perceived conflict exists shall be avoided, such a conclusion buttressed by Section 2-556 which specifically addresses financial interests:

Sec. 2-556. - Ethical standards of conduct.

These standards of conduct apply to public employees, the mayor, elected officials, appointed officials, members of boards and commissions, contractors, and advisors as defined in this chapter.

The purpose of applying and enforcing these standards is to ensure that governmental decisions are made in the public's best interest by prohibiting public employees and the mayor, elected officials, appointed officials, members of boards and commissions, contractors, and advisors from participating in matters that affect their personal financial interests.

Council's potential consideration of a modified inspection cycle (from the current 2 year to a 3 or 4 year cycle) under Chapter 14 would likely have a direct financial impact upon landlords. Given the foregoing, the prudent course of action is for the Councilmember to abstain from any future votes concerning amendments to the Chapter 14 rental housing ordinance in order to avoid both the appearance of any conflict, as well as an actual one. In addition to abstaining from any vote, the Councilmember should likewise avoid participating in any pre-vote discussion of that subject. The complete process of abstention from a vote is recusal, which would involve the Councilmember:

1. Declaring the conflict;
2. Stating their decision to recuse/abstain;
3. Removing themselves from any deliberations leading to a decision; and
4. Abstaining from the vote. The Councilmember can still attend the open meeting.

I trust this advisory opinion is responsive to Council's inquiry. If any Councilmember has individual questions I am more than happy to discuss them.

Respectfully,



Matthew M. Hagerty
City Attorney

cc: Jonathan Greene, City Manager



City of Jackson, Michigan Financial Statements

As of and For the 10 Months Ended April 30, 2021

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City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 10 Months Ended April 30, 2021
(Prepared on the Adopted Budget-Basis)

Function Department	2020/21 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>General Government :</u>						
101-101 City Council	108,860	108,860	6,900	84,235	77.38%	24,625
101-103 Charter Review Committee	2,500	2,500	0	675	27.00%	1,825
101-172 City Manager	599,641	599,641	34,120	394,262	65.75%	205,379
101-191 Finance	458,828	458,828	34,664	379,038	82.61%	79,790
101-215 City Clerk	299,556	299,556	21,465	244,633	81.67%	54,923
101-228 Management Info. Services	323,775	323,775	10,367	291,889	90.15%	31,886
101-233 Purchasing	124,686	124,686	2,525	89,239	71.57%	35,447
101-253 City Treasurer	393,767	393,767	28,465	288,498	73.27%	105,269
101-254 City Income Tax	202,557	202,557	14,436	130,232	64.29%	72,325
101-257 City Assessor	360,959	360,959	42,495	332,637	92.15%	28,322
101-262 City Clerk-Elections	130,312	130,312	2,090	118,705	91.09%	11,607
101-265 City Hall & Grounds	352,714	352,714	27,364	245,369	69.57%	107,345
101-266 City Attorney	632,522	632,522	45,179	469,924	74.29%	162,598
101-270 Personnel	328,950	328,950	36,845	166,875	50.73%	162,075
101-278 Unallocated	852,618	852,618	39,727	561,614	65.87%	291,004
	5,172,245	5,172,245	346,642	3,797,825	73.43%	1,374,420
<u>Judicial:</u>						
101-299 Admin. Hearings Bureau	415,945	415,945	7,449	61,241	14.72%	354,704
	415,945	415,945	7,449	61,241	14.72%	354,704
<u>Public Safety:</u>						
101-301 Police	10,498,221	10,498,221	689,192	7,805,551	74.35%	2,692,670
101-311 OHSP Grant - Seatbelts	15,000	15,000	0	8,718	58.12%	6,282
101-320 Consortium Training	30,000	30,000	0	25,520	85.07%	4,480
101-321 In Service Training	7,000	7,000	0	2,952	42.17%	4,048
101-340 Fire Suppression	4,587,065	4,587,065	341,590	4,031,860	87.90%	555,205
101-350 Public Safety - Unallocated	2,242,591	2,242,591	172,841	1,703,094	75.94%	539,497
	17,379,877	17,379,877	1,203,623	13,577,695	78.12%	3,802,182
<u>Public Works :</u>						
101-442 Forestry	474,392	474,392	10,056	327,007	68.93%	147,385
101-444 Sidewalk Construction	37,704	37,704	2,664	15,783	41.86%	21,921
101-445 Drains at Large	76,686	76,686	12,737	58,131	75.80%	18,555
101-450 Street Lighting	571,111	571,111	46,825	401,582	70.32%	169,529
101-455 Weed Control	99,940	99,940	107	46,377	46.40%	53,563
101-465 Grounds Maintenance	401,199	401,199	2,051	330,862	82.47%	70,337
101-567 Cemeteries	305,875	305,875	15,503	234,369	76.62%	71,506
101-571 Tax Property Maintenance	224,045	224,045	6,884	157,711	70.39%	66,334
101-572 Civic Affairs	73,986	73,986	3,390	35,629	48.16%	38,357
	2,264,938	2,264,938	100,217	1,607,451	70.97%	657,487
<u>Community & Economic Development:</u>						
101-701 Planning	239,423	239,423	15,473	220,974	92.29%	18,449
101-728 Economic Development	115,000	115,000	8,205	115,237	100.21%	(237)
	354,423	354,423	23,678	336,211	94.86%	18,212

(Continued -)

City of Jackson, Michigan
General Fund Expenditure Summary
As of and For the 10 Months Ended April 30, 2021
(Prepared on the Adopted Budget-Basis)

- Continued -

Function Department	2020/21 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)		
	Original	Amended						
<u>Recreation & Culture :</u>								
101-752	Parks, Rec. & Grnds. Admin.	376,941	376,941	20,375	248,145	65.83%	128,796	
101-758	Lt. Nixon Memorial Pool	92,550	92,550	1,134	10,371	11.21%	82,179	
101-771	Parks & Facilities Maintenance	655,296	655,296	39,069	432,349	65.98%	222,947	
101-803	Historical District	10,737	10,737	797	7,741	72.10%	2,996	
101-806	Diversity, Equity & Inclusion	0	0	13,147	133,336	N/A	(133,336)	Note 2
		1,135,524	1,135,524	74,522	831,942	73.27%	303,582	
<u>Contributions to Other Funds:</u>								
101-965	Contributions to Other Funds	285,547	285,547	0	46,713	16.36%	238,834	
	Total General Fund Expenditures	27,008,499	27,008,499	1,756,131	20,259,078	75.01%	6,749,421	
 <u>Funds Consolidated with the General Fund</u> <u>for Financial Reporting Purposes:</u>								
102	Budget Stabilization	36,000	36,000	0	0	0.00%	36,000	

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 10 Months Ended April 30, 2021
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2020/21 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<u>Permanent Funds :</u>						
151 Cemetery Perpetual Maint.	47,000	47,000	0	0	0.00%	47,000
155 Ella W. Sharp Endowment	24,000	24,000	0	0	0.00%	24,000
160 Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	7,000
<u>Special Revenue Funds :</u>						
202 Major Street	11,862,604	11,862,604	410,585	6,563,491	55.33%	5,299,113
203 Local Street	3,988,617	3,988,617	219,238	2,528,209	63.39%	1,460,408
208 Ella W. Sharp Park Operating	845,765	845,765	74,400	558,854	66.08%	286,911
245 Public Improvement	1,282,941	1,282,941	0	294,985	22.99%	987,956
246 Cortland St. Redev. Project	98,452	98,452	1,776	31,688	32.19%	66,764
249 Building Department	694,190	694,190	34,545	367,079	52.88%	327,111
251 Housing Code Enforcement	1,284,753	1,284,753	71,844	785,816	61.16%	498,937
252 Building Demolitions	61,750	61,750	987	279,299	452.31%	(217,549) Note 2
265 Drug Law Enforcement	17,697	17,697	2,035	15,027	84.91%	2,670
275 Byrne/JAG Grant	0	41,609	0	33,423	80.33%	8,186
278 CESF Program	0	0	0	1,528	N/A	(1,528) Note 2
282 Lead Hazard Control Grant	0	0	0	20,990	N/A	(20,990) Note 2
296 Recreation Activity	243,867	243,867	17,962	63,665	26.11%	180,202
297 Recreation Millage Program	566,247	566,247	39,382	279,598	49.38%	286,649
<u>Debt Service Funds :</u>						
308 2020 Capital Improvement D/S	220,508	220,508	0	20,985	9.52%	199,523
352 2017 Mich. Trans. Fund D/S	760,448	760,448	0	87,724	11.54%	672,724
366 2013 City Hall Refunding D/S	800,500	800,500	652,800	731,675	91.40%	68,825
367 2021 City Hall Refunding D/S	0	0	0	4,524,051	N/A	(4,524,051) Note 2
385 2016 Capital Improvement D/S	142,186	142,186	0	142,186	100.00%	0
386 2018 Capital Improvement D/S	1,438,000	1,438,000	0	318,750	22.17%	1,119,250
389 2017 BRA TIF Refunding D/S	420,852	420,852	0	112,926	26.83%	307,926
391 2021 BRA TIF Refunding D/S	0	0	28	4,351,666	N/A	(4,351,666) Note 2
394 2001 DDA TIF D/S	2,460,750	2,460,750	0	0	0.00%	2,460,750
395 2019 DDA TIF Refunding D/S	206,687	206,687	0	86,594	41.90%	120,093
397 2012 BRA TIF Refunding D/S	787,319	787,319	0	90,784	11.53%	696,535
<u>Capital Projects Funds :</u>						
401 Capital Projects	2,387	238,713	0	110,140	46.14%	128,573
402 Water Equip. and Replacem.	5,914,118	5,914,118	335,911	3,059,470	51.73%	2,854,648
403 Lead Service Line Replacement	0	0	15,710	26,709	N/A	(26,709) Note 2
404 Sanitary Sewer Maint.	416,641	416,641	24,930	177,467	42.59%	239,174
405 Sanitary Sewer Replacement	1,041,647	1,041,647	113,354	542,758	52.11%	498,889
406 Wastewater Equip. Replacem.	1,730,000	1,730,000	70,449	523,696	30.27%	1,206,304
408 2020 Capital Imp. Bonds Const.	0	0	4,258	912,529	N/A	(912,529) Note 2
425 2017 MTF Bonds Construction	1,129,780	1,129,780	0	776,206	68.70%	353,574
486 2018 Capital Imp. Bonds Const.	988,881	988,881	1,204,518	1,204,518	68.70%	(215,637) Note 2
489 Brownfield Redevelopmt. Auth.	1,377,308	1,377,308	(2,974)	231,022	121.81%	1,146,286
494 DDA Project	2,669,437	2,669,437	0	85,844	16.77%	2,583,593

(Continued -)

City of Jackson
All Other Funds - Expenditure Summary
As of and For the 10 Months Ended April 30, 2021
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund Type/Fund Name	2020/21 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<u>Enterprise Funds :</u>							
514	Auto Parking System	266,748	266,748	540	32,495	12.18%	234,253
518	Parking Assessment	264,500	264,500	21,049	122,098	46.16%	142,402
519	Cooper/Francis Parking Deck	252,816	252,816	7,007	44,173	17.47%	208,643
520	Blackstone Parking Deck	11,530,000	11,530,000	0	0	0.00%	11,530,000
590	Sewer	8,671,491	8,671,491	715,260	5,758,438	66.41%	2,913,053
591	Water	14,578,239	14,578,239	1,051,922	8,705,238	59.71%	5,873,001
<u>Internal Service Funds :</u>							
641	Public Works Administration	461,139	461,139	28,050	261,599	56.73%	199,540
642	Engineering Administration	290,476	290,476	41,243	232,725	80.12%	57,751
643	Local Site Remed. Revolving	24,000	24,000	0	0	0.00%	24,000
661	Motor Pool and Garage	1,362,912	1,362,912	72,664	826,431	60.64%	536,481
663	Equipment Revolving	5,781	5,781	0	5,781	100.00%	0
676	Workers' Compensation	1,066,233	1,066,233	9,559	1,123,695	105.39%	(57,462) Note 2
677	Self-Insured Health Care	5,722,400	5,722,400	407,135	5,237,577	91.53%	484,823
<u>Trust & Agency Funds :</u>							
703	County & School Tax Collection	47,000	47,000	0	0	0.00%	47,000
731	Employees' Retirement System	4,110,000	4,110,000	0	2,989,311	72.73%	1,120,689
732	Policemen's/Firemen's Pension	749,000	749,000	0	534,749	71.40%	214,251
734	Police./Fire. Pension-345	6,700,000	6,700,000	0	4,850,271	72.39%	1,849,729
736	Public Employee Health Care	75,000	75,000	0	22,841	30.45%	52,159
<u>Special Assessment Funds :</u>							
805	2020 Spec. Assessmt. Bds. Const.	0	0	0	1,495,651	N/A	(1,495,651) Note 2
852	2020 Special Assessment D/S	0	0	0	10,472	N/A	(10,472) Note 2
895	Special Assessment	928,906	928,906	97,144	294,979	31.76%	633,927

City of Jackson
All Funds - Revenue Summary
As of and For the 10 Months Ended April 30, 2021
(Prepared on the Adopted Budget-Basis)

Fund/Fund Name	2020/21 Budget		Actual Month To Date	Actual Year To Date	Percent Collected		
	Original	Amended					
<u>General Fund :</u>							
Property Taxes	10,287,285	10,287,285	59,263	9,536,225	92.70%		
Income Taxes	7,300,000	7,300,000	1,558,000	8,481,918	116.19%		
Licenses & Permits	246,025	246,025	7,675	201,927	82.08%		
Federal Grants	18,120	18,120	3,377	1,003,746	5539.44%	Note 2	
State Grants	7,700	7,700	1,222	3,797	49.31%		
State Revenue Sharing	4,546,740	4,546,740	798,895	3,355,026	73.79%		
Fines & Forfeits	578,400	578,400	43,840	174,868	30.23%		
Investment Income	187,481	187,481	5,638	55,711	29.72%		
Contributions From Other Funds	145,000	145,000	2,069	14,267	9.84%		
Charges For Goods & Services	1,176,030	1,176,030	717,691	1,007,860	85.70%		
Contributions From Local Units	12,000	12,000	30	6,347	52.89%		
Miscellaneous	1,523,440	1,523,440	177,910	1,629,356	106.95%		
Total General Fund Revenues	26,028,221	26,028,221	3,375,610	25,471,048	97.86%		
<u>Funds Consolidated with the General Fund for Financial Reporting Purposes:</u>							
102	Budget Stabilization	36,000	36,000	5	42	0.12%	
<u>Permanent Funds :</u>							
151	Cemetery Perpetual Maint.	79,000	79,000	5,344	31,254	39.56%	
155	Ella W. Sharp Endowment	24,000	24,000	0	0	0.00%	
160	Lloyd E. Mount Endowment	7,000	7,000	0	0	0.00%	
<u>Special Revenue Funds :</u>							
202	Major Street	9,499,568	9,499,568	1,571,155	5,924,879	62.37%	
203	Local Street	2,202,310	2,202,310	226,134	1,925,461	87.43%	
208	Ella W. Sharp Park Operating	848,600	848,600	59,755	483,301	56.95%	
245	Public Improvement	1,187,400	1,187,400	365	1,073,057	90.37%	
246	Cortland St. Redev. Project	98,640	98,640	0	498,850	505.73%	
249	Building Department	503,898	503,898	56,898	474,295	94.13%	
251	Housing Code Enforcement	1,337,349	1,337,349	99,008	915,848	68.48%	
252	Building Demolitions	1,000	1,000	64	150,758	15075.80%	Note 2
265	Drug Law Enforcement	18,687	18,687	6,708	14,352	76.80%	
275	Byrne/JAG Grant	0	41,609	4,336	11,473	27.57%	
278	CESF Program	0	0	0	0	N/A	Note 2
282	Lead Hazard Control Grant	0	0	0	20,990	N/A	Note 2
296	Recreation Activity	247,070	247,070	30,222	72,793	29.46%	
297	Recreation Millage Program	612,374	612,374	57	341,675	55.80%	
<u>Debt Service Funds :</u>							
308	2020 Capital Improvement D/S	220,508	220,508	0	20,985	9.52%	
352	2017 Mich. Trans. Fund D/S	760,448	760,448	0	87,724	11.54%	
366	2013 City Hall Refunding D/S	777,100	777,100	200	778,260	100.15%	
367	2021 City Hall Refunding D/S	0	0	0	4,382,000	N/A	Note 2
385	2016 Capital Improvement D/S	142,186	142,186	0	142,186	100.00%	
386	2018 Capital Improvement D/S	1,438,000	1,438,000	0	318,750	22.17%	

(Continued-)

City of Jackson
All Funds - Revenue Summary
As of and For the 10 Months Ended April 30, 2021
(Prepared on the Adopted Budget-Basis)

- Continued -

Fund/Fund Name	2020/21 Budget		Actual Month To Date	Actual Year To Date	Percent Collected		
	Original	Amended					
<u>Debt Service Funds (Continued) :</u>							
389	2017 BRA TIF Refunding D/S	420,852	420,852	0	112,926	26.83%	
391	2021 BRA TIF Refunding D/S	0	0	0	4,272,000	N/A	Note 2
394	2001 DDA TIF D/S	2,460,750	2,460,750	0	0	0.00%	
395	2019 DDA TIF Refunding D/S	206,687	206,687	0	85,844	41.53%	
397	2012 BRA TIF Refunding D/S	787,319	787,319	(4,529)	86,256	10.96%	
<u>Capital Projects Funds :</u>							
401	Capital Projects	239,213	239,213	6	70,309	29.39%	
402	Water Equip. and Replacem.	4,753,149	4,753,149	396,230	3,956,277	83.23%	
403	Lead Service Line Replacement	0	0	0	0	N/A	Note 2
404	Sanitary Sewer Maintenance	416,641	416,641	24,930	177,467	42.59%	
405	Sanitary Sewer Replacement	1,056,647	1,056,647	87,666	874,210	82.73%	
406	Wastewater Equip. Replacem.	1,272,300	1,272,300	105,785	1,054,422	82.88%	
408	2020 Capital Imp. Bonds Const.	0	0	5	4,390	N/A	Note 2
425	2017 MTF Bonds Construction	6,000	6,000	0	1,599	26.65%	
486	2018 Capital Imp. Bonds Const.	5,000	5,000	63,442	87,135	1742.70%	Note 2
489	Brownfield Redevelopmt. Auth.	1,369,273	1,369,273	274	5,813	0.42%	
494	DDA Project	3,115,000	3,115,000	1,219	1,664,571	53.44%	
<u>Enterprise Funds :</u>							
514	Auto Parking System	213,042	213,042	111	(3,335)	-1.57%	
518	Parking Assessment	268,824	268,824	7,904	230,034	85.57%	
519	Cooper/Francis Parking Deck	16,050	16,050	517	5,789	36.07%	
520	Blackstone Parking Deck	11,530,000	11,530,000	0	0	N/A	Note 2
590	Sewer	7,050,423	7,050,423	494,430	5,281,075	74.90%	
591	Water	12,662,775	12,662,775	1,079,837	9,645,624	76.17%	
<u>Internal Service Funds :</u>							
641	Public Works Administration	443,445	443,445	30,018	336,050	75.78%	
642	Engineering Administration	311,580	311,580	20,621	243,999	78.31%	
643	Local Site Remed. Revolving	65,132	65,132	16	122	0.19%	
661	Motor Pool and Garage	1,036,546	1,036,546	94,451	1,007,204	97.17%	
664	Equipment Revolving	5,781	5,781	0	5,781	100.00%	
676	Workers' Compensation	165,000	165,000	5,828	79,664	48.28%	
677	Self-Insured Health Care	5,283,150	5,283,150	368,755	3,832,546	72.54%	
<u>Trust & Agency Funds :</u>							
703	County & School Tax Collection	47,000	47,000	29	1,996	4.25%	
731	Employees' Retirement System	6,258,343	6,258,343	0	9,719,019	155.30%	
732	Policemen's/Firemen's Pension	837,841	837,841	0	1,068,726	127.56%	
734	Police./Fire. Pension-345	9,566,061	9,566,061	0	14,744,048	154.13%	
736	Public Employees Health Care	150,000	150,000	0	742,386	494.92%	
<u>Special Assessment Funds :</u>							
805	2020 Spec. Assessmt. Bds. Const.	0	0	0	1,496,001	N/A	Note 2
852	2020 Special Assessment D/S	0	0	0	10,472	N/A	Note 2
897	Special Assessment	928,906	928,906	97,511	1,760,834	189.56%	Note 2

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and For the 10 Months Ended April 30, 2021
(Prepared on the Adopted Budget-Basis)

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

Note 2: A budget amendment is pending to correct this budget variance.



CITY COUNCIL MEETING

May 11, 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 6:31 p.m. by Mayor Derek J. Dobies.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Fifth Ward Councilmember Karen Bunnell in which she encouraged peace surrounding the matters that comes before Council.

ROLL CALL:

Present: Mayor Derek Dobies attended remotely from Jackson, MI; Vice Mayor Arlene Robinson attended remotely from Jackson, MI; 2nd Ward Councilmember Freddie Dancy attended remotely from Lansing, MI; 3rd Ward Councilmember Jeromy Alexander attended remotely from Jackson, MI; 4th Ward Councilmember Laura Dwyer Schlecte attended remotely from Jackson, MI; 5th Ward Councilmember Karen Bunnell attended remotely from Jackson, MI; and 6th Ward Councilmember Will Forgrave attended remotely from Jackson, MI.

Absent: none.

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

ADOPTION OF AGENDA:

Motion was made by Councilmember Alexander, seconded by Vice Mayor Robinson to adopt the agenda.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to amend the agenda to add Confidential Memo from the City Attorney under New Business. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Vote was taken on the main motion as amended. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS:

A. Virtual presentation on both the water and sewer rate studies by Baker Tilly Municipal Advisors, LLC

Andy Campbell from Baker Tilly presented the water and sewer rate studies.

B. NEO Presentation

Director of Neighborhood and Economic Operations Shane LaPorte presented an analysis of the Non-Owner Occupied Residential Property Registration Program.

Motion was made by Mayor Dobies, seconded by Councilmember Alexander to direct the City Manager to work with the City Attorney’s Office to present a new draft ordinance reflective of the following changes to Chapter 14: 1. Changing the 2 year registration to a 3 year cycle under Article I of the Non-Owner Occupied Residential Property Registry, 2. Adding language that ensures family members who are residing in a unit owned by a family member without rent are exempted from the provisions of NOORPR provided that they annually provide an affidavit to NEO attesting to their status as an immediate family member that is residing in the unit rent free, 3. To change the two year registration cycle to a three year registration cycle under Article VI of the foreclosed, vacant, and abandoned property registry, 4. To remove the stipulation of residential from Article VI to treat both commercial and residential real properties as the same perspective to the foreclosed, vacant, and abandoned property registry, 5. That the draft ordinance further reinstates the provisions around the abatement of rent for those units not in compliance with NOORPR, 6. That the City Manager bring back, pursuant to all of this and anticipating potential discussions in June and July that the City Manager be directed to bring to the July 13 City Council Meeting a new draft of fee resolutions establishing new flat rates for NOORPR and for registering inspections costs pursuant to the cost of the programs under the 3 year registry including any applicable tenant and investor oriented

educational programming costs and that those fees ensure that the perspective program are cost mutual to the General Fund or more specifically the Building Department Fund and Code Enforcement Funds. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: none. Abstain: Councilmember Schlecte.

PUBLIC HEARINGS:

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

Motion was made by Councilmember Bunnell, seconded by Councilmember Alexander 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. 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

No correspondence was submitted regarding the special assessment roll.

1. Resolution confirming Special Assessment Roll No. 3422

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to adopt the resolution confirming Special Assessment Roll No. 3422. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Adjourn as Board of Review and Reconvene as City Council

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell 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. A Public Hearing as required by the State of Michigan for the Clean Water State Revolving Loan with potential principal forgiveness.

No correspondence was submitted for the public hearing.

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

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to approve the resolution adopting a final project plan for wastewater system improvements or NPS pollution control/storm water improvements and designating an authorized project representative. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Public hearing on the City's fiscal year 2021-2022 proposed budget.

No comments were submitted for the public hearing.

CITIZEN COMMENT:

Citizen comments were read into the record by City Clerk Andrea Muray.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES: none.

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 2346 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

Motion was made by Councilmember Forgrave to approve the consent calendar. Councilmember Schlecte requested Item C be removed for separate consideration and seconded the motion. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve Traffic Control Order 2346 with a request that Engineering brings back a recommendation on language for an additional sign informing trucks so that they don’t travel to the intersection. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

OTHER BUSINESS: none.

NEW BUSINESS:

A. 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve the sale of City owned property located at 400 and 404 S. Blackstone to adjacent property owner Jackson Interfaith Shelter and authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

B. 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 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.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the sale of City-owned property located at 109 W. Franklin Street to adjacent property owner Greater Jackson Habitat for Humanity and authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Recommendation: *Approve 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the award for the 2021 Pavement Crack Treatment contract to K&B Asphalt Sealcoating, Inc. of Adrian, Michigan, at the cost of \$19,800 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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)

Recommendation: *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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to adopt a resolution to approve the street list as selected for the FY 2021 Highway Infrastructure Program Funds and the HIP COVID Funds inclusion in the 2020-2023 Transportation Improvement Plan. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. 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 to authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve a resolution to enter into a contract with the Michigan Department of Transportation 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. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Recommendation: *Approve 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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve amendment 1 to the 21-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. of Bloomfield Hills, MI, at a not-to-exceed cost of \$92,880.00 and authorize the City Manager and City Engineer to sign the appropriate document. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

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.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve a resolution to enter into a contract with Michigan Department of Transportation 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. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

H. 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.*

Motion was made by Mayor Dobies, seconded by Councilmember Alexander to postpone until May 25, 2021. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

I. Confidential Memo from the City Attorney

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to add the City Attorney Opinion dated May 5, 2021 on the next agenda under Petitions and Communications from City Staff. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

EXECUTIVE SESSION:

Motion was made by Councilmember Dancy, seconded by Councilmember Bunnell to adjourn to Executive Session to discuss the collective bargaining agreement. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

RETURN TO OPEN SESSION:

Motion was made by Councilmember Bunnell, seconded by Councilmember Alexander to return to open session. Vote was done by voice with all in favor.

CITY COUNCILMEMBER’S COMMENTS:

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

MANAGER’S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No other 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 10:07 p.m.

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: May 25, 2021
SUBJECT: Approval of Resolution

Recommendation:

On February 9, 2021 Council received a petition to vacate a 16.5' portion of the Carlton right of way and referred it to staff.

The petition was reviewed by the City Attorney's Office and then forwarded to the City Planning Commission.

The City of Jackson Planning Commission considered the matter and a motion to recommend approval of the request was passed.

Attached is a resolution approving the vacation request.

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

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, a petition has been filed by all of the persons, firms, corporations, and entities owning property abutting on or located in, under or over an alley in the City of Jackson, Michigan, for the vacation of said street, more particularly described as:

THE S 16.50 FT OF LOTS 15 & 16, BLOCK 21, AS CURRENTLY USED FOR STREET RIGHT OF WAY, SHOEMAKER’S ADDITION TO THE CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN

WHEREAS, it is determined that all persons, firms, corporations, and entities who will be affected by said vacation have filed with the City Council their written consent to the same, and that it is necessary for the health, welfare, comfort, and safety of the people of the City to vacate and discontinue such street;

NOW, THEREFORE, BE IT RESOLVED that the above-described street be, and the same is hereby vacated, and the land shall revert to the abutting property free from any claim or right on the part of the public and, except as otherwise provided herein, all public claims and rights in and to said street are hereby forever barred.

BE IT FURTHER RESOLVED that the vacation of the above-described street is upon the condition that title to all water, sewer, gas, electric, and communication poles, wires, conduits, cables, pipes, lines, and their respective appurtenances and facilities now or hereafter in, under or over said street are reserved to and shall remain in the respective owners thereof and their successors or assigns, together with an easement and continued right to occupy said alley within the previous right-of-way thereof for public utility purposes, with present and additional facilities, and to operate, repair, maintain, replace or remove the same to the same effect and in the same manner as if said alleys remained a public way.

BE IT FURTHER RESOLVED that any abutting property owner, and their respective successors, heirs or assigns who wish to erect any structure on, or cause construction to, or otherwise modify or improve the now vacated right-of-way, shall first obtain the written permission of any utility owner who retains a right of occupancy and easement in said vacated right-of-way. Said written permission is required to ensure noninterference with the utility owner's easement and right of occupancy.

* * * * *

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 25TH day of May, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 26th day of May, 2021.

Andrea Muray, City Clerk

MEMO TO: Andrea Muray, City Clerk

FROM: Adam East, Senior Planner

DATE: May 7, 2021

SUBJECT: Petition for Partial Street Closing- Carlton Blvd

The City Planning Commission considered a request to vacate a 16.5' portion of the Carlton Blvd right-of-way at their May 5th, 2021 regular meeting and the following motion was made:

*Commissioner Schlecte moved, with support from Commissioner Sullivan, to **recommend approval** of the partial street vacation subject to review and approval of the Engineering Department in accordance with staff's recommendation and report.*

**The motion passed 7-0 on a roll call vote
(Dobies-Y, Schlecte-Y, Greene-Y, Sullivan-Y, Mauldin-Y, Johnson-Y, Wood-Y)**

MEMO TO: CITY PLANNING COMMISSION

FROM: ADAM EAST, SENIOR PLANNER

DATE: MAY 5, 2021

SUBJECT: PETITION FOR PARTIAL STREET/ALLEY CLOSING

The City Clerk's Office has received a petition circulated by John and Anne Campau to vacate the street right of way north of Carlton Blvd between S Higby and S. Durand and the petition is being circulated to staff and the City Planning Commission for appropriate action and consideration.

The petitioner requests to close 16.5' feet of the 99' road right-of-way on Carlton Blvd. The exact dimensions and legal description can be viewed in the attached petition and a graphic has been included showing the context of the surrounding parcels and road-right-of-ways.

A typical residential street width in the City of Jackson is 66 feet in width. The majority of the Carlton Blvd right-of-way between Brown St and S. Webster St is 99 feet in width. The intent was most likely to include a landscaped median in the boulevard as can be seen at the north end of the Queen's Church campus just to the east. However, only three blocks of Carlton Blvd feature the landscaped median and it was never included in this block.

The petitioners reside at 612 S. Durand St. and it appears that at some point in the past, the neighboring property to the west at 609 S. Higby also had a portion of the street vacated. Approving the request would grant the additional 16.5' to the property owners at 612 S. Durand St. and would align the property lines with the neighbors to the west.

Recommendation:

In reviewing the request, staff finds no conflict with the zoning ordinance or the Master Plan and recommends **approval** on the condition that the Engineering Department also approve of the request.

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: February 9, 2021
SUBJECT: Receipt of Street/Alley Vacation Petition

Recommendation:

Receipt of a petition circulated by John and Anne Campau to vacate the street right of way north of Carlton Blvd between S Higby and S. Durand.

Upon receipt, the petition will be referred to staff for appropriate action. Your consideration and concurrence is appreciated.

RECEIVED

CITY OF JACKSON

JAN 28 2021

CLERK'S OFFICE

By _____

PETITION FOR STREET/ALLEY CLOSING

To the Honorable Mayor and Members of the City Council City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

THE S 16.50 FT OF LOTS 15 & 16, BLOCK 21, AS CURRENTLY USED FOR STREET RIGHT OF WAY, SHOEMAKER'S ADDITION TO THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

Table with 3 columns: OWNER OF PROPERTY & SIGNATURE/DATE, DESCRIPTION OF PROPERTY, LINEAL FEET OF FRONTAGE*. Includes entries for Campau Anne W and Buda David with handwritten signatures and dates.

*Needed for street vacations only.

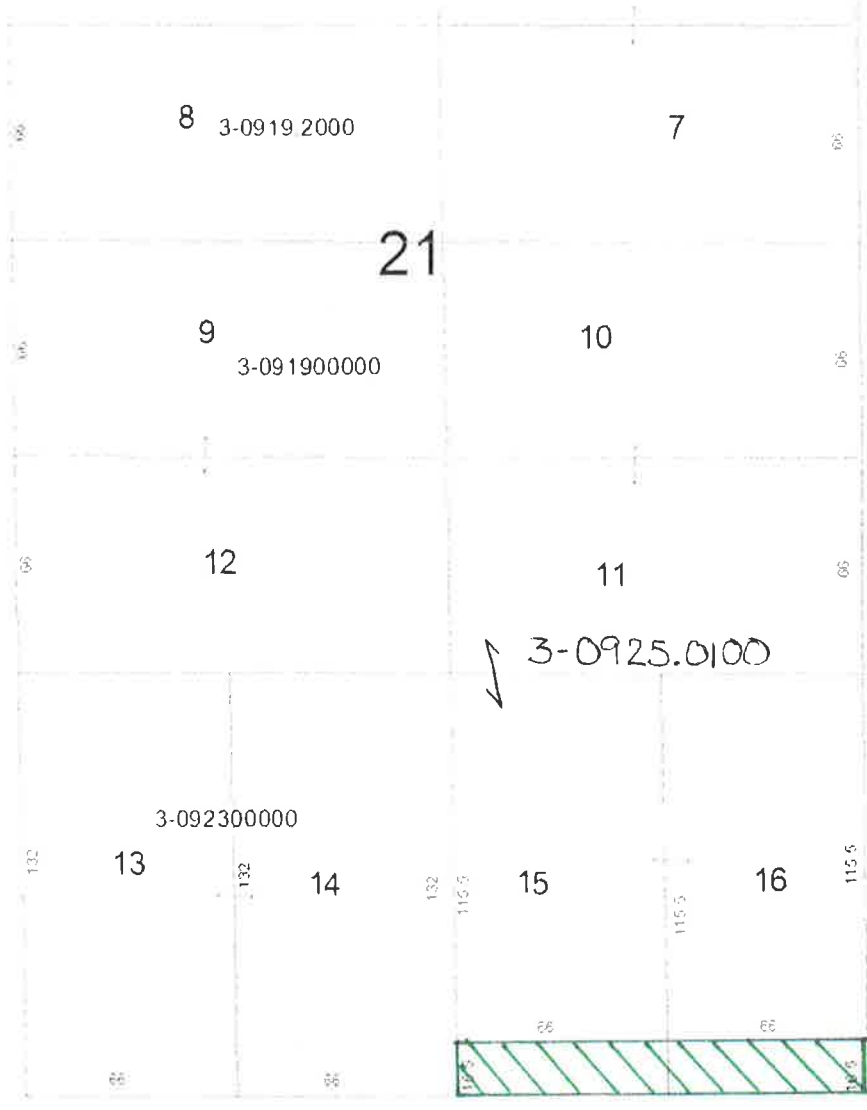
Petition Circulated By:

Name: John & Anne Campau Date: 1-28-2021
Address: 612 S. Durand Signature: [Handwritten Signature]
City, State, Zip: Jackson, MI 49203 Phone: 517-206-3300

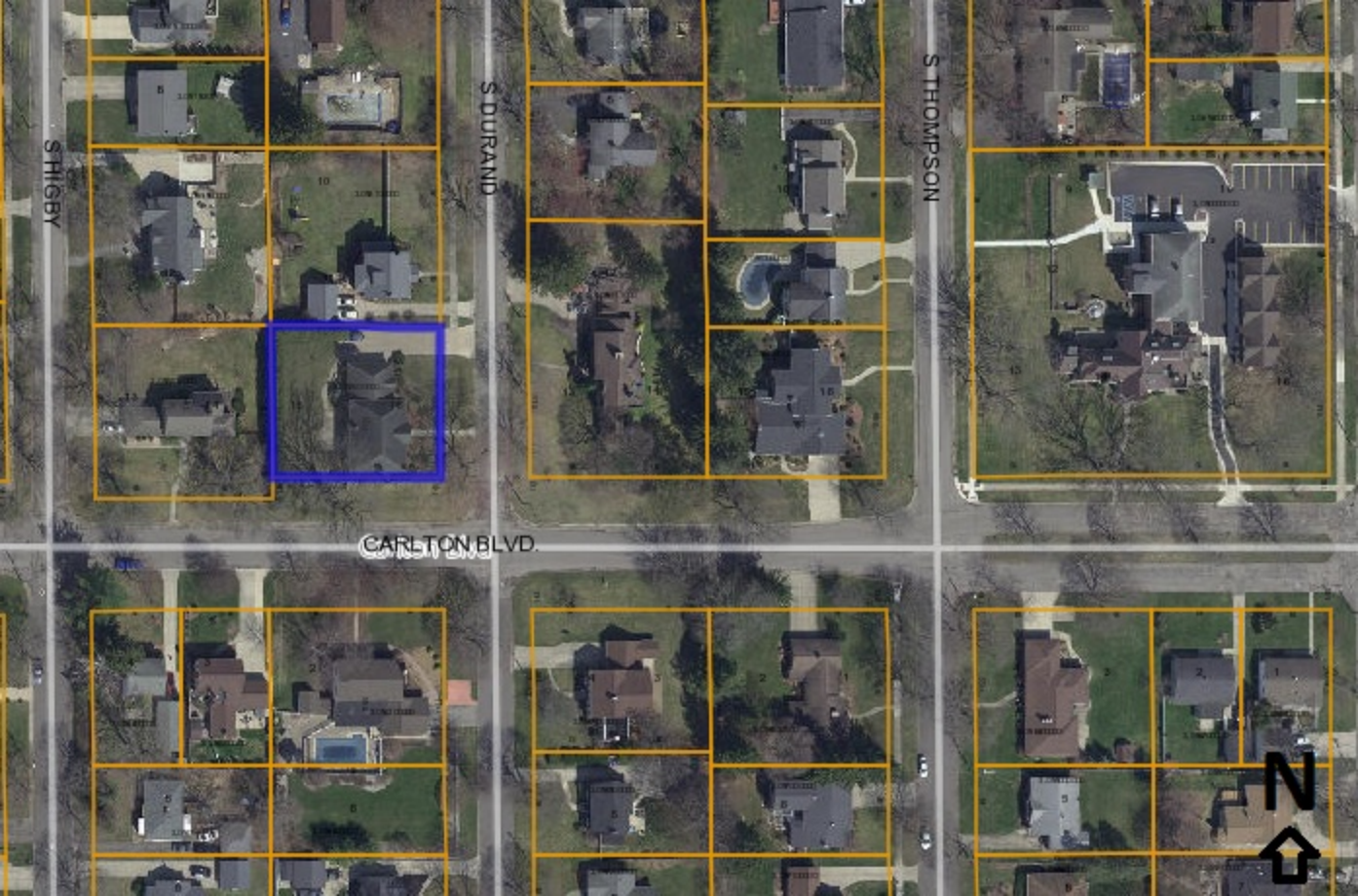


S Higby St

S Durand St



Carlton Blvd



S THOMPSON

S DURAND

SHIGBY

CARLTON BLVD.





CARLTON B

66

66

66

66

16.5

16.5

16.5

66

66

66

66

16.5

20 40ft

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: Special Event Application for the Summer Smash Shopping Event

Recommendation:

Approve a request from the Downtown Development Authority and various downtown retailers to host the Summer Smash Shopping Event on Saturday, June 26, 2021 on the sidewalks and streets of downtown Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Summer Smash Shopping Event.

I recommend approval of the special event application for the Summer Smash Shopping Event. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: May 25, 2021

RECOMMENDATION: Approve a request from the Downtown Development Authority and various downtown retailers to host the Summer Smash Shopping Event on Saturday, June 26, 2021 on the sidewalks and streets of downtown Jackson.

SUMMARY: Outdoor sale and vendor event in downtown Jackson

DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		<u>\$150.00</u>
	<i>TOTAL</i>		<i>\$150.00</i>

CONDITIONS & CONSIDERATIONS

No-parking tripods

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Summer Smash Shopping Event



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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to “Downtown Development Authority”

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Jackson Downtown Development Authority	
Address: 161 W. Michigan Avenue	Phone: (517) 768-6410
Tax ID#:	Website: www.jacksondda.org
Contact Name: Cory Mays	Phone: 517-748-6518 Email: cmays@cityofjackson.org
Contact Name:	Phone: Email:
Contact Name During Event: Jennifer Murphy	Phone: (517) 877-2232

Event Information

Event Name: Summer Smash Shopping Event				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Saturday, June 26	10:00 am	11:00 am	9:00 pm	10:00 pm

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

Do you expect this event to occur again next year? YES What is the expected attendance for this event? 400 _____

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Outdoor Sidewalk/Vendor Sale

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: Downtown Sidewalks on Michigan Avenue, Jackson Street, Pearl Street, & Mechanic Street
AND street parking spaces immediately in front of participating businesses

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 downtown outdoor shopping event featuring sidewalk and vendor/pop-up sales in front of various downtown retailers, shops, and restaurants. No street/parking lot closures are needed.

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: _____
 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: No-parking tripods (30) so businesses can block-off 2-3 on-street parking spaces per shop

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: _____

Date: _____

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:

Masks will be required for entry into any business, and strongly encouraged for outdoor customers. Hand sanitizer will be

available, and social distancing requirements will be practiced. All required egress will be maintained on sidewalks both to

allow for easy movement of passers-by, and to create a naturally-distanced atmosphere for tables and displays.

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:

Any customers showing symptoms of Covid-19 will be asked to return home. Any employee showing symptoms of Covid-19

will be sent home immediately. Employees will notify store owners/managers of any possible sick people, and store

owners/managers will promptly notify the Downtown Development Authority and/or County Health Department.

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

Masks will be required for all shoppers entering a retail establishment. Masks will be encouraged for anyone shopping outside.

All employees will wear a mask at all times. 6-foot spacing will be maintained at all times, inside & outside. Store owners will

limit the number of customers in their stores at any given time, per current State guidelines. Large groups will be discouraged

from gathering inside or outside.

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: Special Event Application for the Amen 4 Youth, LLC Southside Summerfest Events

Recommendation:

Approve a request from Amen for Youth, LLC to host their Southside Summerfest Events on May 29, June 19, July 24, and August 28 in Elnora Moorman Plaza and on High Street in Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Amen 4 Youth, LLC Southside Summerfest Events.

I recommend approval of the special event application for the Amen 4 Youth, LLC Southside Summerfest Events. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: May 25, 2021

RECOMMENDATION: Approve a request from Amen for Youth, LLC to host their Southside Summerfest Events on May 29, June 19, July 24, and August 28 in Elnora Moorman Plaza and on High Street in Jackson.

SUMMARY: Family-friendly neighborhood gatherings celebrating the history and culture of Jackson's South side.

DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		<u>\$400.00</u>
	<i>TOTAL</i>		<i>\$400.00</i>

CONDITIONS & CONSIDERATIONS

Road closures; electricity

INSURANCE STATUS

Approved, pending receipt of Hold Harmless agreement

ATTACHMENTS: Special Event Application: Southside Summerfest Events



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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments	
<input type="checkbox"/> \$50 Application Fee	<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.

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: AMEN 4 Youth, LLC	
Address: 134 E. Addison St.	Phone: (313) 263-7353
Tax ID#: 80-0932005	Website: www.amen4youth.yolasite.com
Contact Name: Hakim Crampton	Phone: 313 263 7353 Email: hakim@jusa.org
Contact Name:	Phone: Email:
Contact Name During Event: Hakim Crampton	Phone: ()

Event Information				
Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
5/29 6/19 7/24 8/28	10:00am	12:00pm	6:00pm	8:00pm

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

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 100+

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 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: _____ @ High st.

Streets: Milwaukee & High Street.

Other Park: Elnora Moorman Plaza

Brief description of Event

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

Southside Summer Fest Series celebrates the history and culture of generations of families raised on the Southside of Jackson. This celebration commemorates Juneteenth, the cultural arts of Jackson residents, their music and businesses.

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

Street Name: Milwaukee Cross Streets High St.

Closure Start Date: 5/28/21 Time: 10am Closure End Date: 5/28/21 Time: 6pm

Street Name: Milwaukee Cross Streets High St.

Closure Start Date: 6/19/21 Time: 10am Closure End Date: 6/19/21 Time: 8pm

Street Name: Stanley Cross Streets Milwaukee

Closure Start Date: 6/19/21 Time: 10am Closure End Date: 6/19/21 Time: 8pm

Street Name: Milwaukee Cross Streets High St

Closure Start Date: 7/24/21 Time: 10am Closure End Date: 7/24/21 Time: 8pm

Street Name: Stanley Cross Streets Milwaukee

Closure Start Date: 7/24/21 Time: 10am Closure End Date: 7/24/21 Time: 8pm

Street Name: Milwaukee Cross Streets High St.

Closure Start Date: 8/28/21 Time: 10am Closure End Date: 8/28/21 Time: 8pm

Stanley 10am
8/28

Milwaukee 8pm
8/28

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: @ Elnora Plaza main center square
****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: Restrooms (2)

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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


Special Event Application

Certification & Signature

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

Signature: Hakeem Nathaniel Crump

Date: 4-30-2021

Office Use ONLY	
Application Received:	
Date:	5/1/21
Time:	4pm
By:	
Application Fee Received:	\$75 ✓ (border)

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

Southside Summer Fest Series Covid 19 Plan

Southside Summer Fest Series (May 29, June 19th, July 24th, and August 28th) Covid 19 Plan follows CDC Guidelines for Large Gatherings. Below are the Guidelines we will follow along with Protocols to be followed by our Staff and Volunteers.

CDC Guidelines for Large Gatherings

- **Physical (Social) Distancing**
 - Adjust the size of an event based on the ability of attendees from different households to *stay 6 feet (2 arm lengths) apart*.
 - Remind attendees upon arrival to stay at least 6 feet away from people who don't live with them.
 - Discourage attendees and staff from greeting others with physical contact (for example, handshakes). Include this reminder on signs about physical distancing.
 - Find additional information below about how to modify layouts and maintain healthy environments.
- **Masks**
 - Require that staff and attendees wear well-fitting masks that fit completely over their nose and mouth. Make a plan beforehand for how compliance will be monitored and ensured.
 - Encourage attendees ahead of the event to bring and use masks at the event. Consider having masks on-hand to provide to staff and attendees who do not bring their own.
 - Advise staff and attendees that masks should **not** be placed on babies or children younger than 2 years old, anyone who has trouble breathing, or anyone who is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.
 - The following categories of people are exempt from the requirement to wear a mask:
 - A child under the age of 2 years.
 - A person with a disability who cannot wear a mask, or cannot safely wear a mask, for reasons related to the disability.
 - A person for whom wearing a mask would create a risk to workplace health, safety, or job duty as determined by the workplace Risk Assessment.

Staff & Volunteers

- 2 Staff
- 2 Volunteers

Signage

- Posted Covid 19 Safety Guidelines and Directions to Welcome Tent (Face Masks, First Aid, Hand Sanitizer) and Restrooms.

Hygiene and Cleaning/Sanitizing

- Hourly Sanitizing of Restroom Facilities

For May Mural Painting Event

ROAD BLOCK @ MLK

ROAD BLOCK

EAST

HIGH ST

west

TO MLK

MILWAUKEE

SOUTH

NORTH

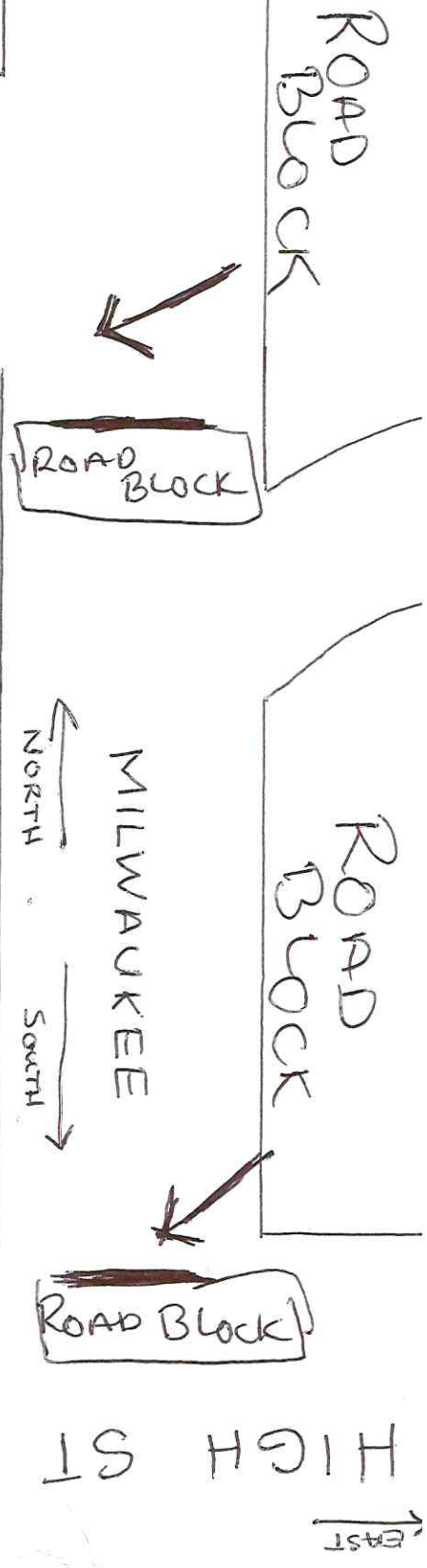
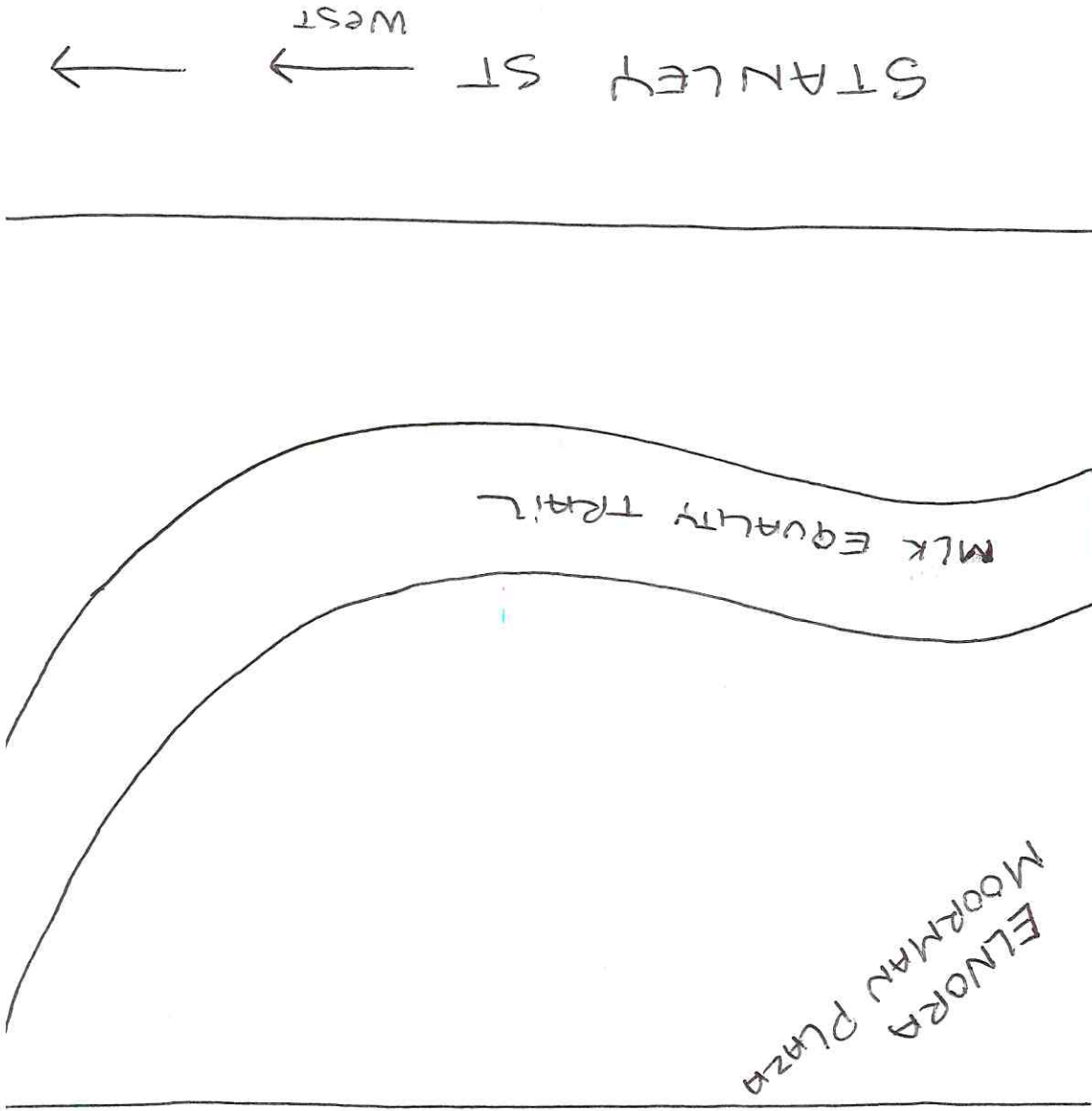
ELNORA MOORMAN PLAZA

MLK EQUALITY TRAIL

STANLEY ST

West

For June, July, and August Events



MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: Special Event Application for the Jackson High School Graduation Ceremony

Recommendation:

Approve a request from Jackson High School to host their Graduation Ceremony on Friday, May 28, 2021 and use road closures on Wildwood Avenue near Jackson High School.

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

I recommend approval of the special event application for the Jackson High School Graduation Ceremony. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: May 25, 2021

RECOMMENDATION: Approve a request from Jackson High School to host their Graduation Ceremony on Friday, May 28, 2021 and use road closures on Wildwood Avenue near Jackson High School.

SUMMARY: Graduation ceremony for 2021 Jackson High School seniors and their families

DEPARTMENTAL APPROVAL SUMMARY

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

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
<u>Public Works</u>	X		<u>\$300.00</u>
	<i>TOTAL</i>		<i>\$300.00</i>

CONDITIONS & CONSIDERATIONS

Road closures

INSURANCE STATUS

Approved and on file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Jackson High School Graduation Ceremony



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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|---|--|
| <input type="checkbox"/> \$50 Application Fee | <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.

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.

Applicant Information

Sponsoring Organization Legal Name: Jackson High School	
Address: 544 Inlandwood Ave	Phone: (517) 841-3700
Tax ID#: 38-6001907	Website:
Contact Name: Monica Pierce	Phone: 517-841-3701 Email: monica.pierce@jpsk12.org
Contact Name: Kim Edwards	Phone: 517-841-3702 Email: Kimberley.Edwards@jpsk12.org
Contact Name During Event: Greg Adams	Phone: (517) 914-2464

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
5-28-21	3:00pm	3:30pm	7:00pm	7:00pm

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

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 1500

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Graduation Ceremony

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: Jackson High Stadium
- Streets: Wildwood Ave, Michigan Ave, Stewart & Lyda
- 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.

Graduation Ceremony

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

Street Name: <u>Wildwood Ave</u>	Cross Streets: <u>Stewart</u>
Closure Start Date: <u>5-28-21</u> Time: <u>3:00pm</u>	Closure End Date: <u>5-28-21</u> Time: <u>7:00pm</u>
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets: _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

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

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

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: Monica Pierce

Date: 5-12-21

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

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

Covid-19 Contingency Plan

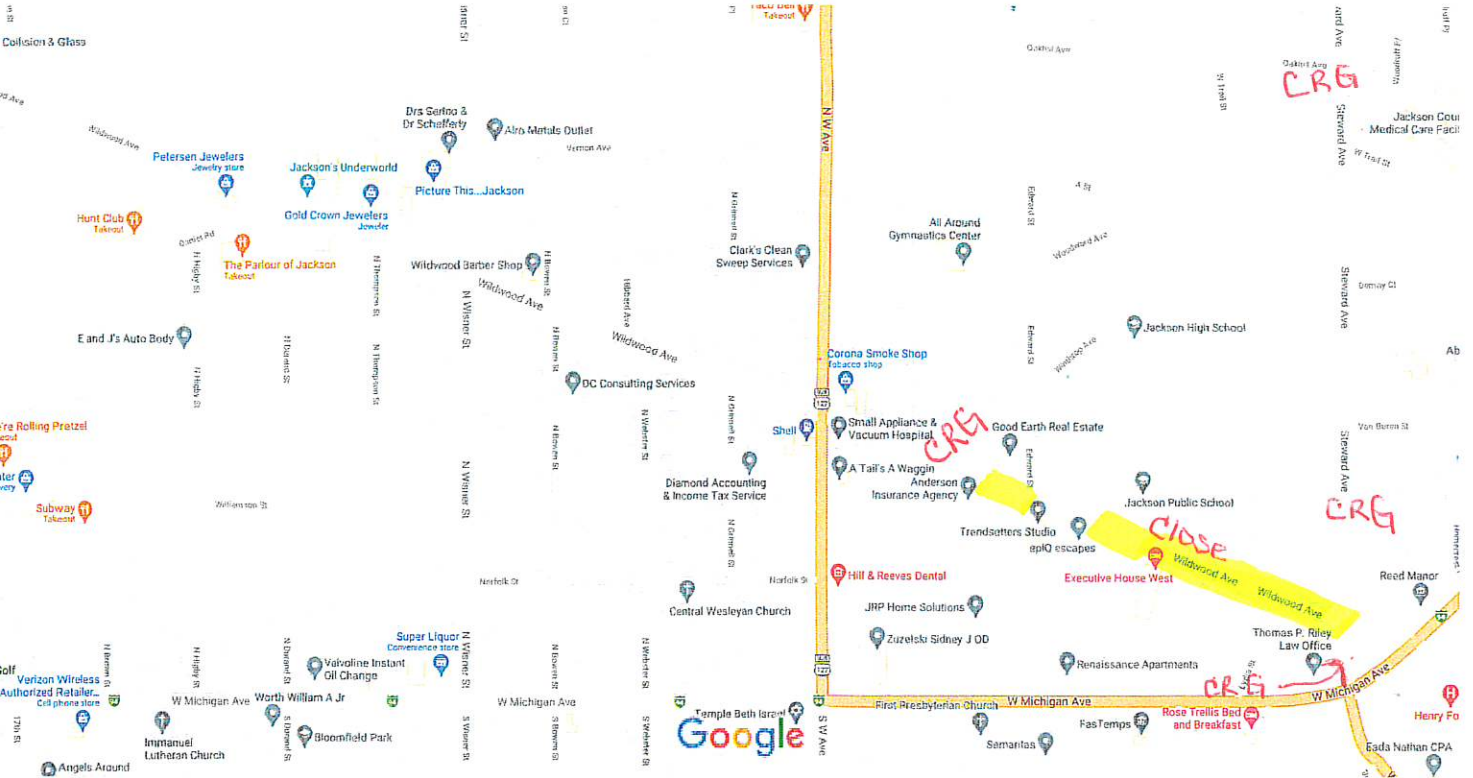
In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event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

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

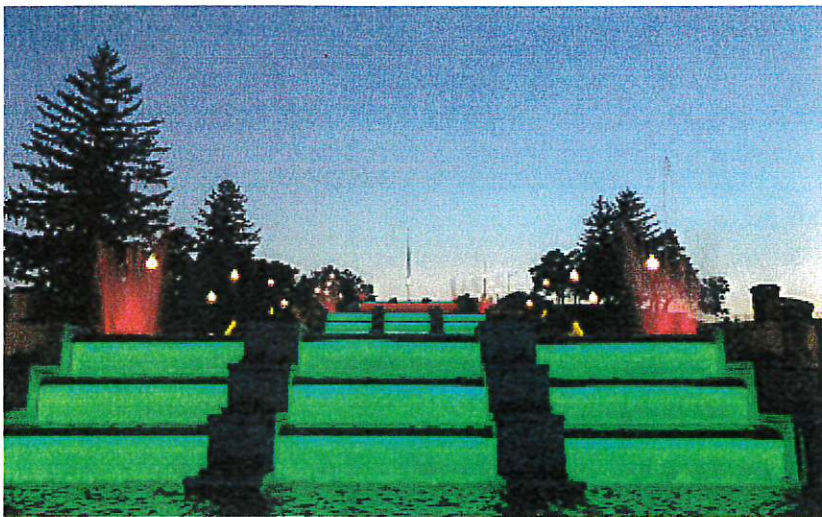
Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

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

Google Maps Jackson



Map data ©2021 200 ft



Just need
Wildwood Ave
CLOSED

Jackson

Michigan



Sunny · 57°F
11:58 AM



Directions



Save



Nearby



Send to your
phone



Share

Quick facts

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 BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE	\$1,000,000 N/A \$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 Graduation on May 28th, 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 05/13/21

MEMOTO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor 

DATE: May 25, 2021

SUBJECT: Corrective Resolutions for Special Assessment Roll No. 4295, 4298 & 4297


Recommendation: Approve Corrective Resolutions for Special Assessment Roll No. 4295 and 4298 for Delinquent Miscellaneous Public Works Fund Accounts Receivable, and for Special Assessment Roll No. 4297 Delinquent Miscellaneous General Fund Accounts Receivable.

Attached please find three corrective resolutions. In each of the corrective resolutions it was discovered that the same invoices were levied on two separate assessment rolls. The request is to remove the assessment from one of the two assessment rolls.

I recommend approval of the above-mentioned resolutions. 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 Corrective Resolutions for Special Assessment Roll No. 4295, 4298 & 4297

SUMMARY

Identical delinquent invoices were erroneously levied on two separate assessment rolls.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

None

DISCUSSION OF THE ISSUE

None

POSITIONS

Recommend adoption of the Corrective Resolutions

ATTACHMENTS: Memo to Council; Corrective Resolution; Email from Finance.

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. 4295 and were reported to the City Council at its regular meeting held on the 26th of May, 2020; and

WHEREAS, on May 26, 2020, the City Council held a public hearing and confirmed said special assessment roll; and

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, for roll 4295 and 4298 the same invoice was levied for parcel 1-061700000, invoice 1900023841.

WHEREAS, payment was received for roll 4298 on parcel 1-061700000 delinquent invoice 1900023841.

NOW, THEREFORE, BE IT RESOLVED, that the special assessment on parcel 1-061700000, in the total amount of \$303.80, on special assessment roll 4295, 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 25th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,

Michigan, on this 26th day of May, 2021.

_____Andrea Muray, City Clerk

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. 4295 and were reported to the City Council at its regular meeting held on the 26th of May, 2020; and

WHEREAS, on May 26, 2020, the City Council held a public hearing and confirmed said special assessment roll; and

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, for roll 4295 and 4298 the same invoice was levied as a special assessment for parcel 5-103600000, invoice 1900024236.

WHEREAS, the special assessment for roll 4298 was erroneously levied.

NOW, THEREFORE, BE IT RESOLVED, that the special assessment on parcel 5-103600000, in the total amount of \$317.32, 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 25th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 26th day of May, 2021.

_____Andrea Muray, City Clerk

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. 4293 and were reported to the City Council at its regular meeting held on the 26th of May, 2020; and

WHEREAS, on May 26, 2020, the City Council held a public hearing and confirmed said special assessment roll; and

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, for roll 4293 and 4297 the same invoices were levied as a special assessment for parcel 8-106400000, invoice 1900024370 and invoice 1900024067.

WHEREAS, the special assessment for roll 4297 was erroneously levied.

NOW, THEREFORE, BE IT RESOLVED, that the special assessment on parcel 8-106400000, in the total amount of \$713.14, on special assessment roll 4297, 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 25th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 26th day of May, 2021.

_____Andrea Muray, City Clerk

Jason Yoakam

From: Sue Burt
Sent: Wednesday, May 05, 2021 10:29 AM
To: Jason Yoakam
Subject: S/A Roll 4295

Jason per our conversation it has been discovered that Invoice 1900023841 was placed on Roll 4295 and Roll 4298, customer paid bill on Roll 4298. Lisa Skalski is going to contact the County to remove it as delinquent. Corrective Resolution to have it removed from Roll 4295.

Thanks
Sue

Jason Yoakam

From: Sue Burt
Sent: Wednesday, May 05, 2021 11:42 AM
To: Jason Yoakam
Subject: RE: Rolls and Resolutions

Ok, I have a couple more to correct
Roll 4297 Parcel 5-1101
Roll 4297 Parcel 8-1064

Thanks

From: Jason Yoakam <jyoakam@cityofjackson.org>
Sent: Wednesday, May 5, 2021 11:20 AM
To: Sue Burt <sburt@cityofjackson.org>
Subject: RE: Rolls and Resolutions

Sounds Good

From: Sue Burt <sburt@cityofjackson.org>
Sent: Wednesday, May 05, 2021 11:01 AM
To: Jason Yoakam <jyoakam@cityofjackson.org>
Subject: Rolls and Resolutions

Jason,

If you want to hold off I am concerned that there was a duplicate on those rolls I am going to review things and make sure there isn't any other duplicates. I have found only one other so far but I am going to check the other Funds to make sure also.

This is another one that will need a corrective resolution parcel #5-1036 from Roll 4298

I will let you know when I have checked the other funds if there are any other corrections

Thanks
Sue

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Mark M. Porterfield, Senior Assistant City Attorney
DATE: Council Meeting – May 25, 2021
SUBJECT: **First Amendment to Development Agreement**

Recommendation: APPROVE the First Amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generation Meds, L.L.C., authorize the City Manager to execute the First Amendment, and authorize the City Attorney's Office to make minor changes if necessary.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Mark M. Porterfield, Senior Assistant City Attorney

DATE: Council Meeting – May 25, 2021

RECOMMENDATION: Approve the First Amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generation Meds, L.L.C., authorize the City Manager to execute the First Amendment, and authorize the City Attorney's Office to make minor changes if necessary.

SUMMARY

The City of Jackson and New Generation Meds, L.L.C. have agreed to a First Amendment to Development Agreement which would grant the property owner, New Generation Meds, L.L.C., additional time to complete construction of the marijuana provisioning center located at 118 N. Columbus Street, Jackson, Michigan 49201 to December 31, 2021.

HISTORY, BACKGROUND and DISCUSSION

On March 20, 2020, the City and New Generation Meds, L.L.C. (the "Developer") entered into a Development Agreement to redevelop the property located at 118 N. Columbus Street for use as a marijuana provisioning center under Chapter 16 of the Jackson Code of Ordinances and the Medical Marijuana Facilities Licensing Act, MCL §333.27101 et seq. Under the terms of the Development Agreement, the Developer was required to commence construction after January 31, 2020 and complete construction by January 31, 2021.

Construction was delayed for several reasons outside of the Developer's control, including the Development Agreement not being fully executed until March 20, 2020, severe weather conditions which caused the block work to not be finished until March 2020, and due to the ongoing COVID-19 pandemic which has impeded the construction progress.

Paragraph 8 of the Development Agreement permits the Developer to obtain an extension of timelines due to causes reasonably beyond the Developer's control. The proposed First Amendment to the Development Agreement would extend the construction deadline to December 31, 2021, although Developer expects construction to be fully completed in October of 2021.

POSITIONS

Approve the First Amendment to the Development Agreement dated March 20, 2020 between the City of Jackson and New Generation Meds, L.L.C., authorize the City Manager to execute the Amendment, and authorize the City Attorney's Office to make minor changes if necessary.

ATTACHMENTS: *Proposed First Amendment to Development Agreement
Development Agreement dated March 20, 2020*

FIRST AMENDMENT DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Amendment**"), 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 **NEW GENERATION MEDS, LLC**, a Michigan limited liability company, with a registered office address of 1120 E. Oakland Ave., Lansing, Michigan 48906 ("**Developer**").

WITNESSETH:

WHEREAS, Developer and City are parties to that certain Development Agreement, dated March 20, 2020 (the "**Development Agreement**"), which provides for the Developer to redevelop certain property located at 118 North Columbus Street, Jackson Michigan ("**the Property**") for use as a Marihuana Provisioning Center as per PA 281 of 2016 ("**the Project**").

WHEREAS, Paragraph 3 of the Development Agreement provides for the Project to be completed by January 31, 2021 (the "**Completion Date**"), subject to extension pursuant to Paragraph 8 of the Development Agreement for delays in performance occasioned by "causes beyond that party's control".

WHEREAS, redevelopment of the Project has been delayed for the following reasons: (i) while construction was expected to start on or around February 1, 2020, the Development Agreement was not fully executed until March 20, 2020 and a building permit was not issued until July 2020; (ii) due to severe weather conditions, the block work for the Project was not finished until March 2021, and the underground work cannot begin until May 2021, once the asphalt plants are open and operational; and (iii) throughout the construction process, progress has been, and will continue to be, impeded by the ongoing COVID-19 pandemic (collectively, the "**Delay Events**").

WHEREAS, the City and Developer have agreed that the Delay Events were beyond the reasonable control of the Developer, and now desire to amend the terms of the Development Agreement to extend the Completion Date in accordance with the terms hereof.

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

1. **Recitals; Capitalized Terms.** The above recitals are true and correct and incorporated herein by reference. All capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed to them in the Development Agreement.

2. **Amendment to Paragraph 3.** Paragraph 3 of the Development Agreement is deleted in its entirety and replaced with the following:

“3. **DEADLINE FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Developer shall commence construction no earlier than January 31, 2020 (contingent upon receiving a building permit) and construction shall be completed no later than December 31, 2021, subject to the provisions of paragraph 8 below.”

3. **Entire Agreement.** This Amendment is incorporated into the Development Agreement by reference. Other than this Amendment, the Development Agreement has not been modified or amended and is in full force and effect. This Amendment and the Development Agreement, as amended, embody the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter, which are not expressly set forth in this Amendment and the Development Agreement. In the event of any conflict between this Amendment and the Development Agreement, the terms of this Amendment shall govern and control.

4. **Miscellaneous.** The Development Agreement, as amended hereby, shall bind and inure to the benefit of City and Developer and their respective successors and assigns. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together (including electronic copies) shall constitute one and the same instrument. Developer and City further agree that this Amendment may be transmitted by facsimile/email, and the parties intend that faxed/mailed signatures shall constitute original signatures. A facsimile or email copy or any counterpart or conformed copy of this Amendment with the signature, original or faxed/mailed shall be binding on the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment on the ____ day of May, 2021.

THE CITY OF JACKSON, a Michigan
municipal corporation

By: _____
Jonathan Greene, City Manager

[SIGNATURES CONTINUE ON NEXT PAGE]

**SIGNATURE PAGE TO FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT**

NEW GENERATION MEDS, LLC, a
Michigan limited liability company

By: _____
Alex Martin, Manager

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 **NEW GENERATION MEDS, LLC**, a Michigan limited liability company, with a registered office address of 1120 E. Oakland Ave., Lansing, Michigan 48906 ("Developer").

WITNESSETH:

WHEREAS, the Developer owns, or has a signed purchase agreement for the development of, the property located at 118 North Columbus Street, Jackson Michigan legally described as follows:

See Exhibit A, attached hereto and incorporated by reference,

hereinafter referred to as "the Property." The legal description is subject to verification as set forth in the vesting deed(s) to Developer; and WHEREAS, the Developer desires to redevelop the Property for use as a Marihuana Provisioning Center as per PA 281 of 2016, which is referred to hereinafter as "the Project." The Project is anticipated to consist of a two-story, two-suite, structure of approximately 2,277 square feet and thirty-one (31) on-street parking spaces as depicted in the attached Exhibit B and the associated Right-of-Way Parking Easement Agreement. The Project shall comply with all requirements outlined in the City of Jackson Code of Ordinances, regulations and standards related to zoning, engineering and building design, as amended and agreed to herein; and

WHEREAS, the Developer agrees that the Project scope and design must be approved by the City and be in compliance with all federal, state and local laws, rules and regulations; and

WHEREAS, the City desires that in connection with the Project the Developer comply with the financial obligations imposed upon the Developer by the City of Jackson Code of Ordinances and the ordinances, rules and regulations set forth therein ("City Code"); and

WHEREAS, the Developer agrees to comply with all conditions of the City of Jackson Chief Building Official and Zoning Administrator, and shall obtain approval of same for all building materials and design in connection with the Project; and

WHEREAS, part of the consideration to the City for this Agreement is Developer's promise that the Project will create an urban scale retail facility as set forth in this Agreement; and

WHEREAS, the parties desire to ensure that the Project will take place consistent with the terms of this Agreement.

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

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. SCOPE OF THE PROJECT. It is the understanding of the parties that Developer desires to develop an approximately 2,277 square foot two-story, two-suite, structure in which the first floor will be occupied by a marijuana provisioning center. The Project shall also consist of thirty-one (31) on-street parking spaces to be constructed via a separate **Right-of-Way Parking Easement Agreement**. In addition, the Developer agrees to complete all on-site and off-site improvements as depicted in **Exhibit B**. All such improvements shall be completed by no later than January 31, 2021, subject to the provisions of paragraph 8 below. Future operational commitments as set forth in the attached **Exhibit C** shall also be incorporated into the business plan for the Project and verified periodically but no less than annually as a part of the licensing renewal procedures.

3. **DEADLINE FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION.**
Developer shall commence construction no earlier than January 31, 2020 (contingent upon receiving a building permit) and construction shall be completed no later than January 31, 2021, subject to the provisions of paragraph 8 below.
4. **UTILITY RELOCATION COSTS.** Developer shall pay the costs to relocate any utilities, public or otherwise, which would need to be relocated or removed due to construction of the Project by Developer, or under any obligation of the Developer pursuant to this Agreement. The City shall not be responsible to pay the costs to relocate or construct any utilities due to any construction by the Developer. All utilities shall be located underground. The location of any utilities must be approved by the appropriate City Department prior to installation.
5. **INSPECTION AND TESTING EXPENSES OF CITY.** Developer shall reimburse the City within thirty (30) days after the date of Developer's receipt of a detailed invoice from the City for any costs incurred by the City for inspections related to the Project. Developer shall also reimburse the City within thirty (30) days after the date of Developer's receipt of a detailed invoice from the City for all ordinary, customary expenses incurred by the City in connection with its review of the plans and specifications for the Project, issuance of licenses and permits for the Project, and other administration of the Project.
6. **DEVELOPMENT CRITERIA.**
 - a. **CODE COMPLIANCE.** Developer will construct and operate the Project in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record, or will apply for and obtain the appropriate variances required for the Project.
 - b. **PLANS AND SPECIFICATIONS.** Developer must submit any outstanding specifications for the Project in a form acceptable to the City of Jackson Department of Neighborhood and Economic Operations no less than thirty (30) days prior to the commencement of construction activities. Final plans shall also be submitted in CAD format prior to receipt of the certification of occupancy.

- c. DEVELOPMENT SIZE and INVESTMENT. The Developer will construct a two-story, two-suite, structure containing approximately 2,277 square feet and 31 on-street parking spaces as depicted on the attached **Exhibit B**, unless the parties otherwise agree in writing.
- d. SPECIFIC PROJECT CRITERIA.
- i. **“Commencement of the Project”** means that all necessary permits and approvals have been obtained, all construction contracts have been signed, all construction financing, if any, will be arranged, all site preparation completed, the full foundation is constructed, and actual physical development activity is underway. **“Completion of the Project”** means that all improvements set forth in the plans and specifications submitted by Developer to the City have been finalized, the structure on the Property is ready for use, and all amounts due pursuant to this Agreement have been fully paid. City shall in its discretion determine whether Developer has completed the development of the Property pursuant to the above-described requirements.
- ii. Developer must comply with the following:
- A. Developer must obtain a zoning compliance certificate prior to commencement of construction of the Project;
- B. Developer shall complete the Project according to the City of Jackson building design standards;
- C. Developer must obtain City approval of all building materials used and the placement of all building materials prior to any construction, repair or rehabilitation of the Property;
- D. Developer shall, at its sole cost, and upon completing the property transfer and lot combination, install all Project improvements and provide any applicable easements to complete the improvements as per the attached **Exhibit B**. The future maintenance costs for all improvements within the public right-of-way (i.e. on-street parking, decorative street lights, sidewalks, curbs, street improvements,

landscaping and landscaping irrigation system) shall be the obligation of the City;

- E. Developer shall install new water and sewer service lines (including fire suppression line, sidewalk, pavement and landscape restoration) to accommodate the Project, to the extent shown on attached **Exhibit B**;
- F. Developer shall install fire suppression and fire alarm systems per City Code requirements in the structure of the Property;
- G. Developer shall install the piping necessary for a fire sprinkler system lateral from the water main to the building to the extent shown on attached **Exhibit B**;
- H. Developer shall screen any equipment placed on the roof of the building on the Property or at grade in a manner approved by the Zoning Enforcement Officer and Chief Building Official;
- I. The Chief Building Official and the Zoning Administrator must approve all windows. Glass samples must be provided so as to determine the appropriate clear light transference; and
- J. All signage must comply with the City Code and be approved by the City's Zoning Enforcement Officer and Director of Neighborhood and Economic Operations.

7. INSPECTIONS. Developer must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

8. DEFAULT, NOTICE AND OPPORTUNITY TO CURE. A party shall be deemed to be in default of this Agreement if it fails to materially comply with any covenants, clauses, provisions or agreements herein contained. Upon an event of default, the non-defaulting party may proceed with any equitable remedies under applicable state law after written notice to the defaulting party, except if the defaulting party cures the same within thirty (30) days after written notice to it by the non-defaulting party of such default. A party shall

not be held responsible for any delay or failure in performance occasioned by labor disputes, fire, extraordinary delays in deliveries, unavoidable casualties or other causes reasonably beyond the that party's control and the party shall have a reasonable extension of the timelines set forth above.

9. TAXES, UTILITIES, AND ASSESSMENTS. Developer must pay the annual real estate and income taxes, City assessments, City utilities, and any outstanding City debts related to the Property when such become due without dispute of the amounts assessed, provided however, that Developer shall not be deemed to have waived any defense or challenge it may have under applicable law as to the amounts assessed or due. In addition, Developer must require its contractors and subcontractors to comply with the City income tax requirements regardless if said contractors are located within the City.
10. CHANGE OF OWNERSHIP. Any transfer or other change of ownership of the Property will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement accrued prior to such transfer or change of ownership, unless the City releases the Developer or its successors in interest in writing.
11. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
12. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, sexual orientation, gender identity, legal source of income, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof, unless compliance shall place the Developer in direct conflict with federal or state statutes or other law or lawful credit underwriting standards.
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. Developer may transfer, assign and/or convey its rights and

obligations under this Agreement (a **“Permitted Transfer”**): (i) to an affiliated or related entity or to any entity which acquires all or substantially all the assets of Developer or which merges or consolidates with Developer, and (ii) if Commencement of the Project has occurred, to any person or entity once Completion of the Project has occurred, in each case without the consent of the City. Except for a Permitted Transfer, Developer may not transfer, assign and/or convey its rights and obligations under this Agreement without the consent of the City. The City may not unreasonably withhold its consent. Whether the entity to be assigned to a related entity must be shown to the City by evidence reasonably satisfactory to the City. Upon such transfer, assignment or conveyance, the obligations of the Developer shall pass to the assignee.

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 effectuated by personal service with receipt obtained; certified mail or registered mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. A party may change its address for purposes of Notices by giving a Notice. Notices must be addressed as follows:

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

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

If to Developer, to: New Generation Meds LLC
1120 E. Oakland Ave.
Lansing, Michigan 48906
Attn: Alex Martin

With a copy to: Dave Lammers
1150 Nelson St.
Grass Lake, MI 49240

15. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "**the City**") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, to the extent, arising in connection with Developer's negligent or willful acts with respect to the development of the Project, or breach of this Agreement. The provisions of this Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's negligence or intentional acts. 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 either in Jackson County, Michigan or Washtenaw County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation, or limited liability company, such words are read as if written in plural,


feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

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 a party 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. TERMINATION. The parties agree that in the event Developer is unable to secure the financing necessary to make the Project financially feasible, then after written notice of such by Developer to the City, this Agreement shall automatically terminate and be of no force and effect unless extended by the parties.
23. JURY WAIVER. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement and/or any claim of injury or damage.
24. ENTIRE AGREEMENT. The parties agree that this Agreement contains the entire terms and conditions between the City and Developer with respect to the subject matter herein

and that there are no other agreements, representations, statements, or understandings, which have been relied on by the parties.

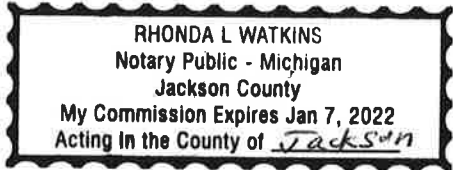
IN WITNESS WHEREOF, the parties have executed this Agreement on the 20th day of March, 2020.


THE CITY OF JACKSON, a Michigan municipal corporation

By: 
Jonathan Greene
Its: Interim City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 20th day of March, 2020, by Jonathan Greene, the Interim City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.




Rhonda L. Watkins, Notary Public
Jackson County, Michigan
My commission expires Jan 7, 2022

[SIGNATURES CONTINUE ON NEXT PAGE]

EXHIBIT A – LEGAL DESCRIPTIONS

118 North Columbus Street, Jackson, Michigan

Property in the City of Jackson, County of Jackson and State of Michigan legally described as:

LOTS 2, 3 & 6 LYING N OF RR R/W BLK 26 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT

PART OF LOT 2, BLOCK 26, FORD'S EXTENSION (see attached Quitclaim Deed)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B – SITE AND CONSTRUCTION PLANS

[January 20, 2020 (January 21, 2020 date stamped) building and site plans]

PROJECT DIRECTORY

TENANT:

Dispensary : Name TBD

118 N. Columbus St.
Jackson, MI 49201
Parcel ID: 7-047100000

Attn: Nino Cutraro
248.733.1040

ARCHITECT/ENGINEER:

Mauro Engineering
48657 Hayes Rd.
Shelby, Twp., MI 48315

Attn: Simone Mauro P.E.
586.247.2800
simone@mauroeng.com

GENERAL CONTRACTOR:

M&N General Contracting

972 Rankin
Troy, MI 48063

Attn: Nino Cutraro
248.733.1040

APPLICANT:

New Generation Meds
2418 Dunlap St.
Lansing, MI 48911

PROPERTY OWNERS:

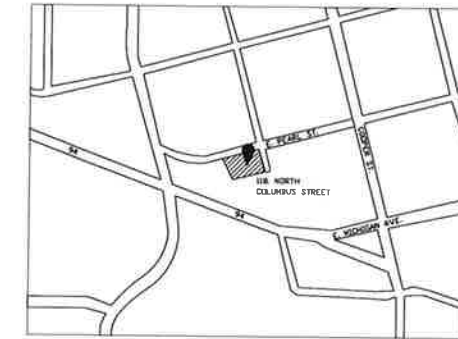
Denise and David Lammers
Demmar LLC
1150 Nelson St.
Grass Lake, MI 49240

**DOCUMENT LIST
ARCHITECTURAL:**

G - 1	COVER PAGE
G - 2	CODE SUMMARY/DETAILS
A - 1	FOUNDATION PLAN
A - 2	FLOOR PLAN
A - 3	ELEVATIONS
A - 4	SECTIONS
A - 5	DETAILS
S - 1	STRUCTURE PLAN
M - 1	MECHANICAL PLAN
M - 2	MECHANICAL ROOF PLAN
E - 1	REFLECTED CEILING PLAN
E - 2	PHOTOMETRICS PLAN
P - 1	PLUMBING PLAN
C - 1	TOPO SURVEY
C - 2	REMOVAL PLAN
C - 3	SITE PLAN
C - 4	GRADING PLAN
C - 5	LANDSCAPE PLAN
C - 6	PHOTOMETRIC PLAN
C - 7	STORM WATER MANAGEMENT
C - 8	DETAIL SHEET

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECTS OF ALL DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND EXISTING CONDITIONS.
2. THE GENERAL CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCATION REGULATIONS THAT MAY APPLY TO THE CONSTRUCTION OF THE PROJECT.
3. ALL WORK OF THIS PROJECT SHALL COMPLY WITH ACCEPTED BUILDING PRACTICES AND ALL CODES HAVING JURISDICTION OVER THIS PROJECT.
4. REFER TO LIMITS OF WORK DRAWINGS FOR OVERALL DESCRIPTION OF WORK AREAS.
5. THE GENERAL CONTRACTOR SHALL LEAVE THE PROJECT SITE AND ALL SURROUNDING AREAS IN THE FINAL CLEAR CONDITION INCLUDING THE REMOVAL OF ALL DEBRIS RESULTING FROM CONSTRUCTION.
6. THE CONTRACTOR SHALL AT ALL TIMES DURING THE PROGRESS OF THE WORK REMOVE ALL CONSTRUCTION DEBRIS AND MAINTAIN A DUST FREE ENVIRONMENT FOR ALL ADJACENT AREAS.
7. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES AND VERIFY THAT ALL CUTTING AND PATCHING REQUIRED FOR THE INSTALLATION OF ALL MATERIALS BY ALL TRADES IS PROPERLY EXECUTED.
8. THE CONTRACTOR SHALL UTILIZE THE AREAS WITHIN THE SCOPE OF WORK FOR STORAGE OF MATERIALS AND TOOLS.
9. ALL WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER ALL OTHERS. DO NOT SCALE DRAWINGS. IF THERE IS A QUESTION OR CONFLICT IN DIMENSIONS, NOTIFY THE ARCHITECT FOR CLARIFICATION.
10. VERIFY FIELD CONDITIONS PRIOR TO COMMENCEMENT OF EACH PORTION OF THE WORK. THE CONTRACT DRAWINGS ARE COMPLIMENTARY AND WHAT IS REQUIRED BY ONE SHALL BE BINDING AS IF REQUIRED BY ALL. THE CONTRACTOR SHALL COORDINATE ALL PORTIONS OF THE WORK.
11. DIMENSIONS ARE TO CENTERLINES, EXISTING BUILDING GRID LINES OR TO FACE OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
12. ALL GYPSUM WALL BOARD CONSTRUCTION SHALL CONFORM TO RECOMMENDATIONS, PRACTICES, STANDARDS AND INSTRUCTIONS PUBLISHED BY U.S. GYPSUM COMPANY IN THE GYPSUM CONSTRUCTION HANDBOOK.
13. ALL FINISHED WORK SHALL BE FREE OF DEFECTS. THE OWNER RESERVES THE RIGHT TO REJECT ANY MATERIALS AND WORKMANSHIP WHICH ARE NOT CONSIDERED TO BE AT THE HIGHEST STANDARDS OF THE VARIOUS TRADES INVOLVED.
14. NO CHANGES OR SUBSTITUTIONS ARE ALLOWED UNLESS APPROVED BY THE ARCHITECT/ENGINEER.
15. ANY MODIFICATION OF THESE CONSTRUCTION DOCUMENTS MUST BE APPROVED BY MAURO ENGINEERING IN WRITING.
16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, SAMPLES AND SUBMITTALS FOR ALL ITEMS OF WORK PRIOR TO THEIR INCLUSION IN THE PROJECT.
17. IN ALL CASES OF CONFLICT, THE ARCHITECTURAL DRAWINGS GOVERN. FOR LAYOUT, ALL CONFLICTS ARE TO BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER.
18. ALL MATERIALS REQUIRE A SUBMITTAL TO THE ARCHITECT/ENGINEER FOR APPROVAL.



LOCATION MAP

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT:	NINO CUTRARO 586-202-3842
PROJECT LOCATION:	118 N COLUMBUS ST, JACKSON
DATE:	08-26-2019
SCALE:	VARIES

GENERAL INFORMATION
DISPENSARY

CODE

SCOPE OF WORK:

Proposed building demolition and reconstruction to include design as a dispensary and second floor (Use Group 'M' Mercantile) for future tenant space yet to be determined. The dispensary facility will receive and package items for clients to purchase. There will be a confined waiting area before entering the main space of which will consist of display cases to clients to make their selections. This facility will have a safe room and packaging room, along with security to maintain safety of the space.

TENANT SPACE SUMMARY:

TOTAL AREA: 4556 SQ. FT.

MBC 2015 OCCUPANT LOAD:
4,556 S.F. / 60 S.F. GROSS = 76 PEOPLE MAX.

USE CATEGORY

Use: Group M

BUILDING CODE:

WORK TO BE COMPLETED IN ACCORDANCE TO:
MBC - Michigan Building Code 2015
MPC - Michigan Plumbing Code 2015
MMC - Michigan Mechanical Code 2015
NEC - National Electric Code 2017

OCCUPANCY CLASSIFICATION: MERCANTILE

CONSTRUCTION TYPE: 2B (BUILDING IS NOT FULLY SPRINKLED)

FIRST FL. TOTAL: 76 OCCUPANTS

FIRE RESISTANCE RATINGS OF STRUCTURAL ELEMENTS

EXTERIOR WALLS	0 HOUR
FIRE ENCLOSURE OF EXITS	0 HOUR
INTERIOR LOAD BEARING WALLS & COLUMNNS	0 HOUR
ROOF CONSTRUCTION	0 HOUR
FLOOR CONSTRUCTION	0 HOUR
SEPARATION OF USE	0 HOUR

FIRE RESISTANCE RATINGS OF STRUCTURAL ELEMENTS
1603.1.1 FLOOR LIVE LOAD USE SECTION 1607.1 PAGE 342
LIVE LOAD = 100 P. S.F.

PLANS NOT FIRE SUPPRESSED

ABBREVIATIONS

@	AFF	AT	GC	P LAM	W/	
	ATTEN	ABOVE FINISH FLOOR	GL	PLYWD	WC	WITH
		ATTENUATING	GWB	PT	WD	WATER CLOSET
				PR		WOOD
BLDG	BUILDING	HC	HOLLOW CORE	PT	X-REF	CROSS REFERENCE
CH	CEILING HEIGHT	HDWR	HARDWARE	QT		
CL	CENTERLINE	HM	HOLLOW METAL	R		
CLR	CLEAR	HOR	HORIZONTAL	RAD		
COL	COLUMN	HT	HEIGHT	REQ		
CONC	CONCRETE	HVAC	HEATING, VENT, A/C	REF		
CONT	CONTINUOUS	HWH	HOT WATER HEATER	REV		
CPT	CARPET	INSUL	INSULATION	RH		
CT	CERAMIC TILE	INT	INTERIOR	RO		
		L	LENGTH	RTU		
DIM	DIMENSION	LAV	LAVATORY	SA		
DWG(S)	DRAWINGS	LH	LEFT HAND(ED)	SD		
EA	EACH	MAX	MAXIMUM	SIM		
EIFS	EXT. INSUL. FINISH SYSTEM	MECH	MECHANICAL	SPEC		
ELEC	ELECTRICAL	MFR	MANUFACTURER	SQ FT		
ELEV	ELEVATION	MD	MEDIUM DENSITY	SS		
EQUAL	EQUAL	MIN	MINIMUM	STL		
EQ	EQUAL	MO	MASONRY OPENING	STN		
EWC	ELECTRICAL WATER COOLER	MTL	METAL	SV		
EXT	EXTERIOR	NIC	NOT IN CONTRACT	T		
		NL	NIGHT LIGHT	THK		
FC	FIRE CODE / FIRE CORE	NOM	NOMINAL	TP		
FD	FLOOR DRAIN	NTS	NOT TO SCALE	TYP		
FEC	FIRE EXTINGUISHER CABINET	OC	ON CENTER	UNO		UNLESS NOTED OTHERWISE
FF	FINISHED FLOOR	OD	OUTSIDE DIAMETER	VCT		VINYL COMPOSITION TILE
FFE	FINISHED FLOOR ELEVATION	OH	OPPOSITE HANDED	VIF		VERIFY IN FIELD
FIN	FINISH			VTR		VENT THROUGH ROOF
FFL	FLOURESCENT LIGHTING					
FOF	FACE OF FINISH					
FOC	FACE OF CONCRETE					
FOS	FACE OF STUD					
FRT	FIRE RETARDANT TREATED					

GRAPHIC & MATERIAL SYMBOLS

	ELEVATION REFERENCE		EXISTING CONSTRUCTION
	BUILDING CROSS SECTION		2 X 4 METAL STUD @ 16" O.C.
	DOOR NUMBER		W/ 1/2" GYPSUM
	ROOM NUMBER		1 X 4 @ 16" O.C. W/ 3/8" GYPSUM
	WINDOW NUMBER		BLOCKING
	ELEVATION DESIGNATION		CONCRETE
	SECTION REFERENCE		BATT INSULATION
	NEW DOOR TO BE INSTALLED		WOOD
	EXISTING DOOR TO REMAIN		DRYWALL
	PARTITION TYPE		TILE
			STEEL



Drawn By:	M M
Checked By:	S M
Approved By:	S M

Revisions:	Date:	By:
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30992
GIOVANNI B. MAURO, P.E. - No. 30926

CODE SUMMARY :
 MICHIGAN BUILDING CODE 2015
 MICHIGAN PLUMBING CODE 2015
 MICHIGAN MECHANICAL CODE 2015
 NATIONAL ELECTRIC CODE 2017

BUILDING GENERAL:
 118 N. COLUMBUS ST.
 JACKSON, MI
 CONSTRUCTION TYPE: 2B

E UTILIZING LOW SLOPE ROOF WITH 3' PARAPET

MBC CHAPTER 3: SPACE AND USE/OCCUPANCY
 MERCANTILE GROUP M

MBC CHAPTER 5: GENERAL BUILDING HEIGHTS AND AREAS

BUILDING AREA ALLOWABLE : 12,500 S.F.
 BUILDING AREA PROVIDED : 4,980 S.F.

MBC CHAPTER 6: TYPES OF CONSTRUCTION

BUILDING ELEMENT: REQUIRED:
 STRUCTURAL FRAME 0 HR
 LOAD BEARING EXT. WALL 0 HR
 NON-LOADBEARING 0 HR

FLOOR CONSTRUCTION &
 SECONDARY MEMBERS 0 HR

MBC CHAPTER 10 : MEANS OF EGRESS

TABLE 1004.1.2:
 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT
 "MERCANTILE" = 60 S.F. GROSS AREA PER PERSON
 4,566 S.F./60 S.F. = 76 PEOPLE

TABLE 1006.3.1:
 MINIMUM NUMBER OF EXITS OR ACCESS TO EXITS PER STORY
 OCCUPANT LOAD 1-500 = 2 EXITS (ACCESS TO EXITS FROM STORY

TABLE 1017.2:
 EXIT TRAVEL DISTANCE
 OCCUPANCY M W/O SPRINKLER SYSTEM = 250 FEET

LIFE SAFETY CHAPTER 13: FIRE AND SMOKE PROTECTION
 ALLOWABLE AREA OF OPENINGS
 SEPARATION DISTANCE > 20' = UNLIMITED OPENINGS

MPC 2015 : CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS

FIXTURE CALCULATIONS PER TABLE 403.1

MINIMUM NUMBER WATER CLOSETS:

Group M: 1 per 500
 OCCUPANT LOAD IS 76:
 1 WATER CLOSETS REQUIRED
 3 WATER CLOSETS PROVIDED

MINIMUM NUMBER OF LAVATORIES:

Group M: 1 per 750
 OCCUPANT LOAD IS 76:
 1 LAVATORIES REQUIRED
 3 LAVATORIES PROVIDED

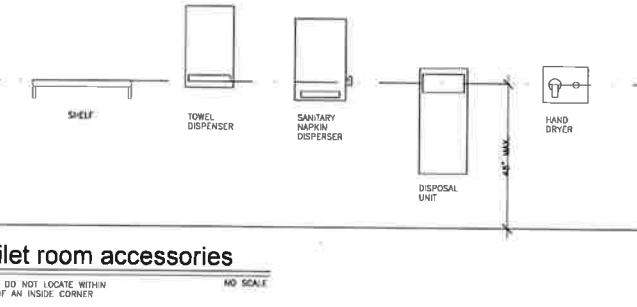
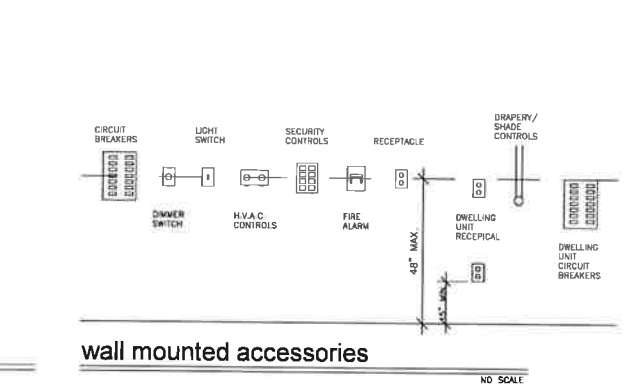
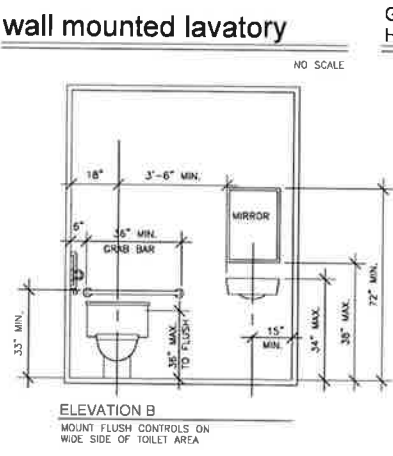
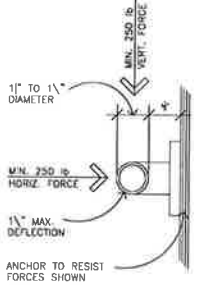
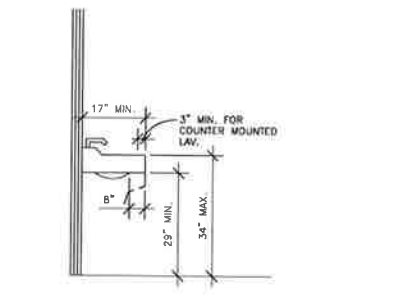
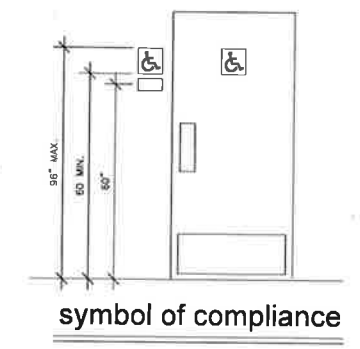
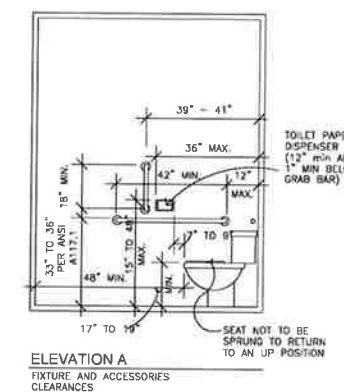
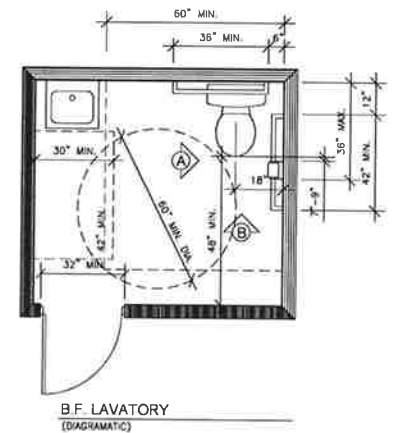
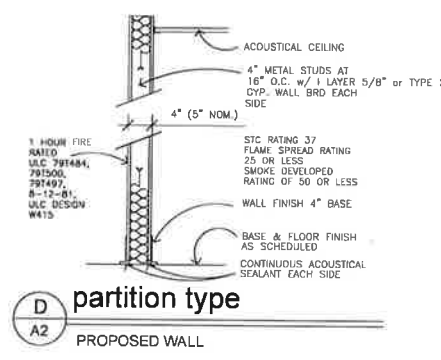
SCORING FACTORS		Totals	
Building Factors	Points	Required	Provided
1. Permitted use - residential use, 2. Voluntary occupancy, 3. All other uses, located below the roof deck of first floor	5 points for each 10% above the 40% use for 10 points, 5 points for each 1% below 40% with no limit	5	5
4. Elevation - min 12' clear space for first floor, min 10' clear space for second floor, min 8' clear space for third floor	5 points for each floor exceeding a single floor level to the maximum height of 20' - must cover no less than 50% of the first floor area for each floor	2	2
5. Multi-Tenant Buildings - weather horizontal	1 point for each 1 additional unit when located in a multi-tenant building (up to 5 points)	1	1
6. Security Plan	2 points for installing a 300 degree high definition camera video surveillance which offers the City Police Department 24 hour access 1 point for installing high definition video surveillance which offers the City Police Department 24 hour access	2	2
7. Construction Type	3 points if the structure utilizes a construction type 2 (MPC 2015) construction 1 point if utilizing a low slope roof with no parapet 1 point if providing a fire escape 1 point if providing a fire escape and/or fire alarm system	3	3
8. Energy Efficiency	1 point for each level of LEED or equivalent certification 1 point for each 1% for the use of each type of green infrastructure (2 points for each 1% for 2% or more) (see table for details) 1 point for providing 100% LEED certification by 2025, 2 points for exceeding it by 20%, and 4 points for exceeding it by 25% (limited by use of LEED or other certification system) 15 points for all of being on site energy usage by 40%	1	1
9. Site Factors	1 point for each 1% canopy or equivalent area exceeding the minimum requirements 1 point for each 5% of area exceeding the minimum requirements 2 points (up to 10 points) for each all site amenities (as defined in table) 1 point for each 1% of site amenities (as defined in table) 1 point for each 1% of site amenities (as defined in table)	9	9
10. Main Model Assumptions	1 point for exceeding each of the following as verified by we1source.com or comparable website: 70 walk score points 70 bike score points 1 point for each 2 City specified walk score (up to 2 points)	3	3

- A PROPOSED DESIGN INTENTIONS:
- B FIRST FLOOR 12'-0" CLEAR CEILING HEIGHT
SECOND FLOOR 10'-0" CLEAR CEILING HEIGHT
- D SECURITY PLAN:
DESIGN TO INCLUDE 360 DEGREE HIGH DEFINITION EXTERIOR SURVEILLANCE TO OFFER CITY POLICE DEPARTMENT 24 HOUR ACCESS.
- E DESIGN TO INCLUDE A NEW SECOND STORY WITH CLEAR SPANS DESIGNED BY ENGINEER AS LAYOUT IS PRODUCED.
- F-2 PER SITE PLAN- DESIGN WILL PROVIDE 2 VEHICLE CHARGING STATIONS AND 900 WATT SOLAR PANEL
- F-3 PLANS TO BE DESIGNED TO EXCEED IEC/ASHRAE STANDARDS
- F-4 ON SITE ENERGY PLAN:
PROPOSAL TO INCLUDE DESIGN TO OFFSET ON SITE ENERGY USAGE BY 40%

THE CURRENT DESIGN IS A ONE STORY BUILDING THAT WILL BE PROPOSED AS A TWO STORY STRUCTURE.

500 SQUARE FEET WILL BE ADDED TO THE WEST OF THE FIRST FLOOR AND THEN A FULL SECOND FLOOR WILL BE ADDED TO THE STRUCTURE.

A STAIRWAY AND ELEVATOR LIFT WILL BE INCORPORATED TO THE DESIGN FOR TRANSITION BETWEEN FLOORS.



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CLIENT: NINO CUTRARO
 586-202-3942
 PROJECT LOCATION: 118 N COLUMBUS ST JACKSON
 DATE: 08-26-2019
 SCALE: VARIES

CODE SUMMARY/DETAILS
 DISPENSARY



3 WORKING SETS BEFORE YOU CALL 1-800-368-7777
 DRAWN BY: M.M.
 CHECKED BY: S.M.
 APPROVED BY: S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE S. MAURO, P.E. - No. 30592
 GIOVANNI B. MAURO, P.E. - No. 58276

Job No. 19087
 Sheet No. G2 OF G2

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CLIENT: NINO CUTRARO
586-202-3942
PROJECT LOCATION: 118 N COLUMBUS ST. JACKSON
DATE: 08-26-2019
SCALE: VARIES

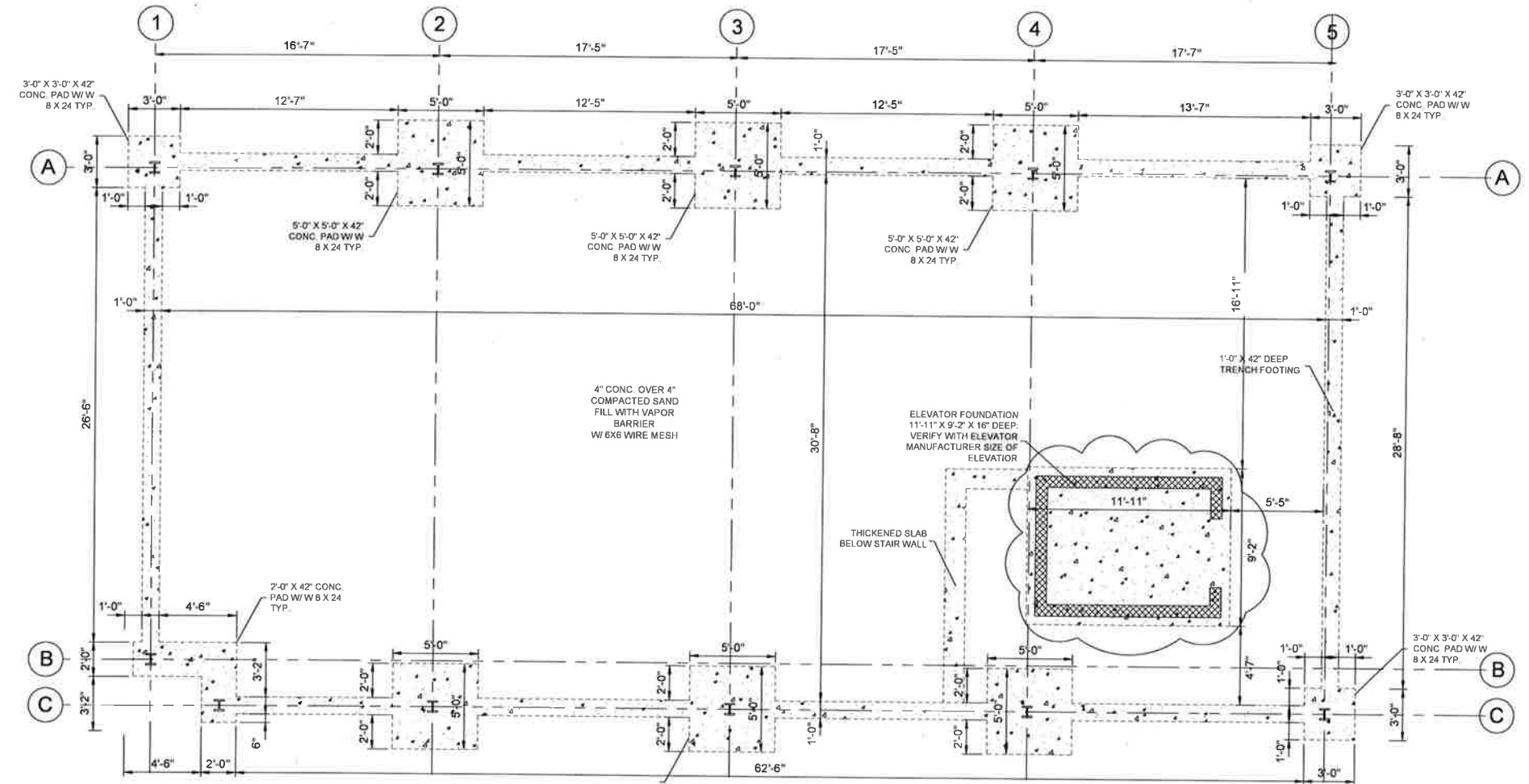
FLOOR PLANS
DISPENSARY



3 WORKING DAYS BEFORE YOU DIG CALL MISSISSIPPI 811 FOR THE LOCATION OF UNDERGROUND UTILITIES

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58276
Job No. 19087
Sheet No. A1 OF A5



PROPOSED FOUNDATION PLAN
SCALE 1/4" = 1'-0"

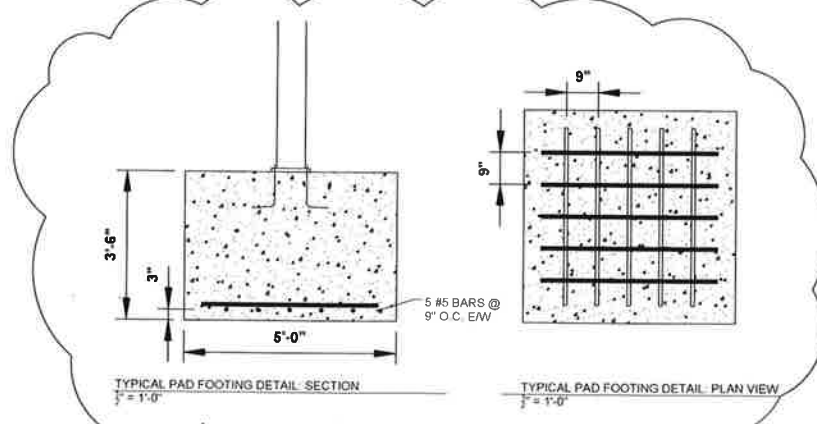
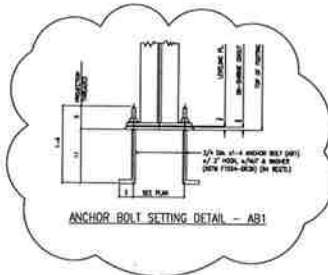
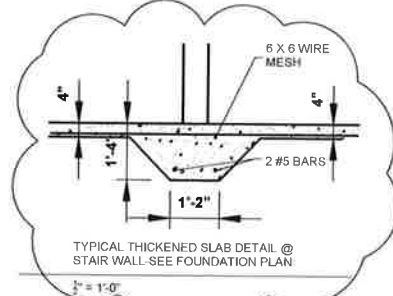
- CONCRETE SPECIFICATIONS:**
- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 301-84, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" EXCEPT AS MODIFIED BY SUPPLEMENTAL REQUIREMENTS.
 - ALL CONCRETE SHALL HAVE A MINIMUM OF 3000 PSI 28 DAY COMPRESSIVE STRENGTH (57 LBS OF CEMENT PER CUBIC YARD MINIMUM (5.5 SACKS) & A WATER/CEMENT RATIO NOT TO EXCEED 6 GALLONS PER SACK)
 - THE USE OF ADDITIVES SUCH AS FLY ASH OR CALCIUM CHLORIDE IS NOT ALLOWED WITHOUT PRIOR REVIEW FROM THE ENGINEER.
 - THE CONCRETE CONTRACTOR SHALL SUBMIT THE DESIGN MIX OF EACH TYPE FOR REVIEW BY THE ENGINEER AND ARCHITECT PRIOR TO PLACEMENT.
- REINFORCING STEEL SPECIFICATIONS:**
- ALL REINFORCING BARS, DOWELS, AND TIES SHALL CONFORM WITH ASTM-615 GRADE 60 REQUIREMENTS AND SHALL BE FREE OF RUST, DIRT AND MUD.
 - ALL WELDED WIRE FABRIC SHALL CONFORM WITH ASTM A185 AND BE POSITIONED AT THE MID HEIGHT OF SLABS UNLESS OTHERWISE NOTED.
 - ALL REINFORCING SHALL BE PLACED AND SECURELY TIED IN PLACE SUFFICIENTLY AHEAD OF PLACING OF CONCRETE TO ALLOW INSPECTION AND CORRECTION, IF NECESSARY, WITHOUT DELAYING THE CONCRETE PLACEMENT.
 - EXTEND ALL REINFORCING BARS A MINIMUM OF 36" AROUND ALL CORNERS AND LAP BARS AT ALL SPLICES A MINIMUM OF 30", UNLESS NOTED OTHERWISE.
 - WELDING OF REINFORCING STEEL IS NOT ALLOWED.
- CONCRETE NOTES:**
- STRUCTURAL CONCRETE HAS BEEN DESIGNED BY THE ULTIMATE STRENGTH METHOD PER ACI 318 CODE.
 - CONCRETE SHALL BE MANUFACTURED AND PLACED PER ACI 318 "BUILDING CODE: AND ACI "MANUAL OF STANDARD PRACTICE".
 - ALL REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI.
 - 28 DAY COMPRESSIVE STRENGTHS OF CONCRETE SHALL BE AS FOLLOWS:
a. SLABS ON METAL FORMS 3000 PSI
b. SLABS ON GRADE 4000 PSI
c. FOOTINGS, FOUNDATION WALLS 3000 PSI
 - WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT SHALL CONFORM TO SPECIFICATIONS FOR WELDED STEEL FABRIC FOR CONCRETE REINFORCEMENT, A.S.T.M. A-185-79 WELDED WIRE FABRIC SHALL BE DELIVERED IN FLAT SHEETS
 - REINFORCEMENT SHALL BE HELD IN POSITION BY CHAIRS OR OTHER DEVICES WHICH WILL ENSURE THE ACCURATE POSITION AND SPACING OF THE BARS BOTH HORIZONTALLY AND VERTICALLY AND ARE SUFFICIENTLY RIGID TO AVOID DISPLACEMENT OF BARS IN PLACING AND VIBRATING OF CONCRETE.
 - WATER USED IN MIXING CONCRETE SHALL BE CLEAN AND FREE FROM INJURIOUS MATERIALS SUCH AS OIL, ACID, SALT, ALKALI AND ORGANIC MATTER
 - OUT OF LEVEL TOLERANCE FOR TOP OF CONCRETE PIERS AND WALLS IS +/- 1/4" IN 20' OVERALL.
 - DISTANCE TOLERANCE BETWEEN CENTER OF COLUMN ANCHOR BOLT CLUSTERS IS +/- IN 20'-0" OVERALL.

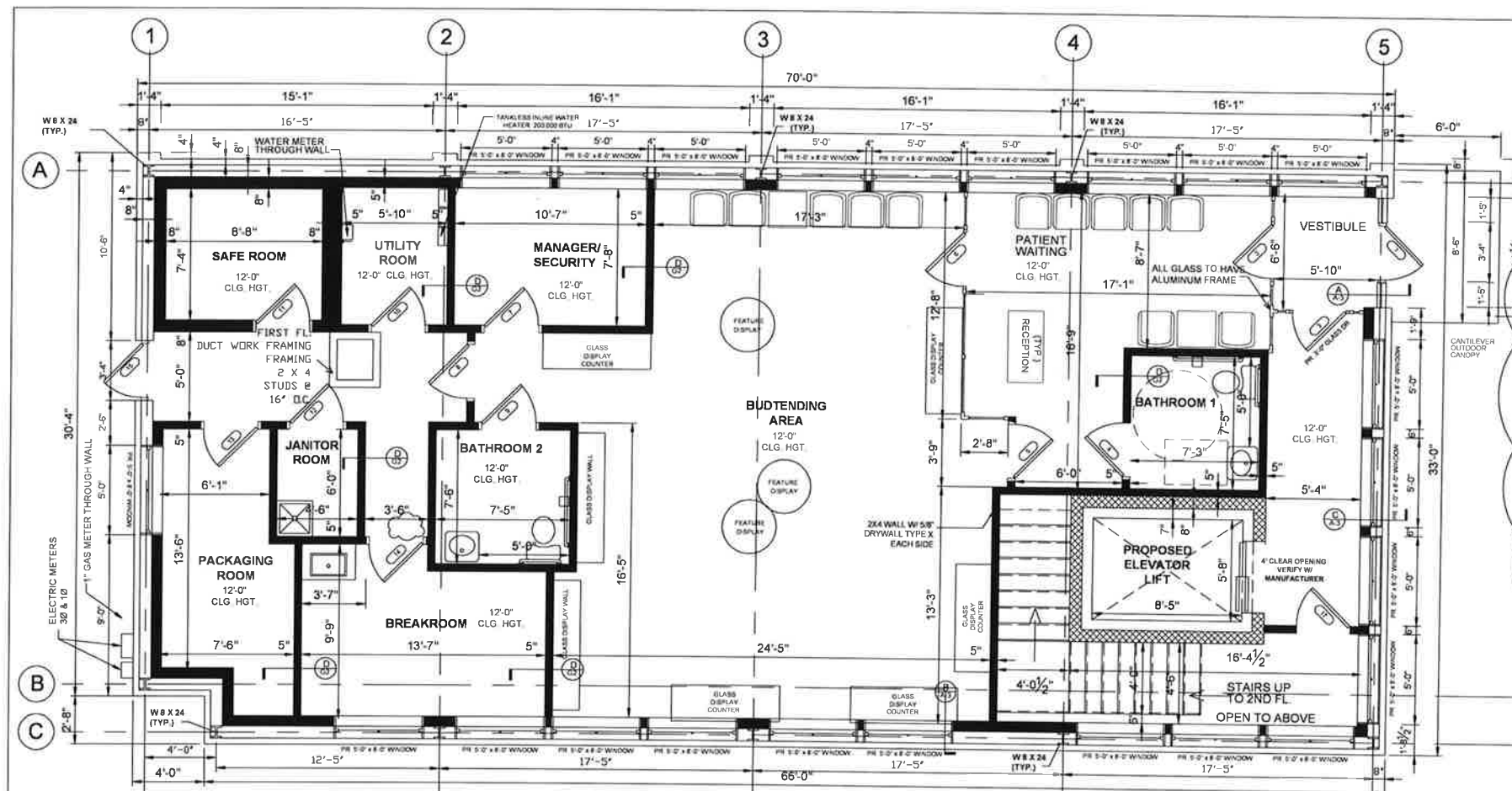
SOIL BEARING REQUIREMENTS:

- ALL TOP SOIL, ORGANIC AND VEGETATIVE MATERIAL SHOULD BE REMOVED PRIOR TO CONSTRUCTION ANY REQUIRED FILL SHALL BE CLEAN, GRANULAR MATERIAL COMPACTED TO AT LEAST 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557
- FOUNDATIONS BEARING ON EXISTING SOILS ARE DESIGNED FOR A MINIMUM ALLOWABLE SOIL BEARING CAPACITY OF 3000 PSF, UNLESS NOTED OTHERWISE. THE ALLOWABLE SOIL BEARING CAPACITY MUST BE VERIFIED BY A REGISTERED SOILS ENGINEER PRIOR TO THE START OF CONSTRUCTION AND IS THE RESPONSIBILITY OF THE OWNER OF CONTRACTOR
- NOTIFY THE BUILDING DESIGN ENGINEER/ARCHITECT IF THE ALLOWABLE SOIL BEARING CAPACITY IS LESS THAN 3000 PSF SO THAT THE FOUNDATIONS CAN BE REDESIGNED FOR THE NEW ALLOWABLE BEARING CAPACITY.

MARK	SIZE
A-1	3'-0" X 3'-0" X 42"
A-2	5'-0" X 5'-0" X 42"
A-3	5'-0" X 5'-0" X 42"
A-4	5'-0" X 5'-0" X 42"
A-5	3'-0" X 3'-0" X 42"
C-2	5'-0" X 5'-0" X 42"
C-3	5'-0" X 5'-0" X 42"
C-4	5'-0" X 5'-0" X 42"
C-5	3'-0" X 3'-0" X 42"

3000 PSF SOIL BEARING CAPACITY LISTED PER PLAN. 3RD PARTY ENGINEERING REQUIRED TO VERIFY NOTED BEARING CAPACITY. IF CAPACITY CANNOT BE MET, REVISED FOUNDATION DETAILS WILL BE REQUIRED BY DESIGN PROFESSIONAL.





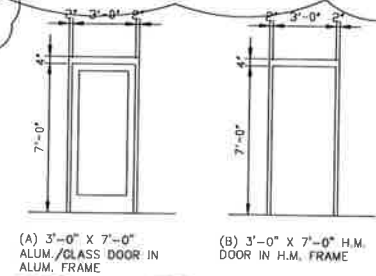
WALL LEGEND

	PROPOSED
	PROPOSED FULL GLASS WALL

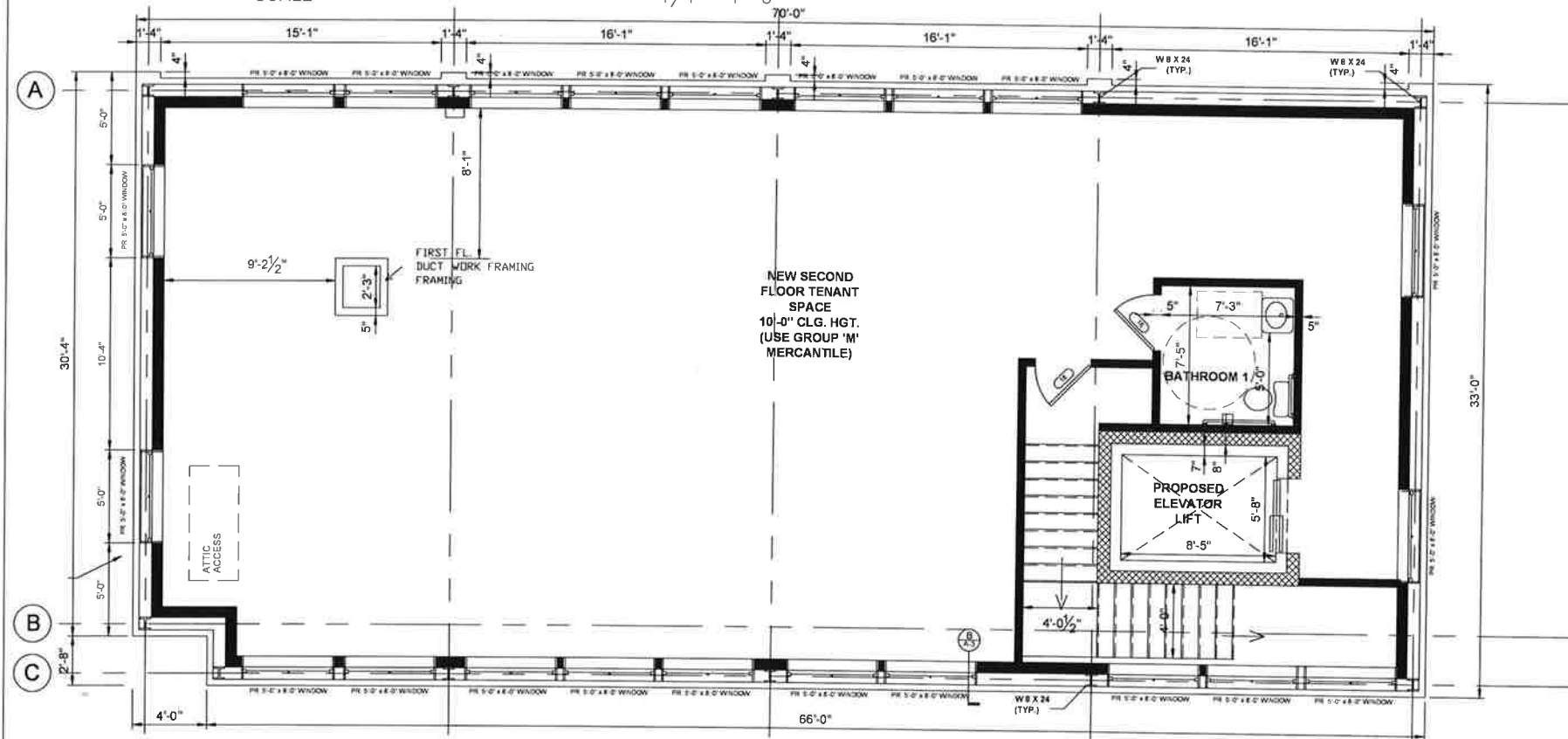
DOOR SCHEDULE

MARK	TYPE	LOCATION	SIZE	DOOR		FRAME		NOTES
				MATERIAL	FINISH	MATERIAL	FINISH	
1	A	ENTRANCE	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
2	A	VESTIBULE	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
3	A	VESTIBULE	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
4	B	BATHROOM	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
5	A	MAIN RM EXIT	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
6	A	MAIN RM ENT	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	
7	B	SECURITY	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
8	A	BACKROOM	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
9	B	BATHROOM	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
10	B	UTILITY RM.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
11	B	SAFE RM.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
12	B	JANITOR CLO.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
13	B	PACKAGING	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
14	B	BREAK RM.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
15	A	REAR EXIT	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
16	B	2ND FL BATH.	3'-0" X 7'-0"	ALUM.	ANODIZED	ALUM.	ANODIZED	
17	A	STAIR	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE
18	A	STAIR	3'-0" X 7'-0"	GLASS	-	ALUM.	ANODIZED	PANIC HARDWARE

NOTE: DOOR 17 TO BE 45 MINUTE FIRE RATED DOOR
DOOR 18 TO BE 1 HOUR FIRE RATED DOOR



PROPOSED FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



INTERIOR FINISH SCHEDULE

ROOM	FLOOR	WALLS	CEILING	NOTES
VESTIBULE	POLISHED CONC.	PAINT	DROP CEILING	
PATIENT WAITING	POLISHED CONC.	PAINT	DROP CEILING	
BUDTENDING	POLISHED CONC.	PAINT	DROP CEILING	
BATHROOM 1	POLISHED CONC.	PAINT	DROP CEILING	
BATHROOM 2	POLISHED CONC.	PAINT	DROP CEILING	
SECURITY	POLISHED CONC.	PAINT	DROP CEILING	
UTILITY RM.	POLISHED CONC.	PAINT	DROP CEILING	
SAFE RM.	SLAB REINF.	CONCRETE	CONCRETE SLAB	ALL #5 REBAR E/W
JANITOR CLO.	POLISHED CONC.	PAINT	DROP CEILING	
PACKAGING RM.	POLISHED CONC.	PAINT	DROP CEILING	
BREAK RM.	POLISHED CONC.	PAINT	DROP CEILING	
2ND FL.	POLISHED CONC.	PAINT	DROP CEILING	

PROPOSED SECOND FLOOR PLAN - TBD
SCALE 1/4" = 1'-0"

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CLIENT: NINO CUTRARO
PROJECT LOCATION: 118 N. COLUMBUS ST, JACKSON
DATE: 08-26-2019
SCALE: VARIES

FLOOR PLANS
DISPENSARY



3 WORKING SETS BEFORE YOU DIG CALL MISS DDG 1-800-885-1111

Drawn By:	M.M.
Checked By:	S.M.
Approved By:	S.M.

Revisions:	Date:	By:
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per Now Layout	2020-01-08	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

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CLIENT: NINO CUTRARO
586-202-3942
PROJECT LOCATION: 118 N COLUMBUS ST, JACKSON
DATE: 08-26-2019
SCALE: VARIES

ELEVATIONS
DISPENSARY



Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

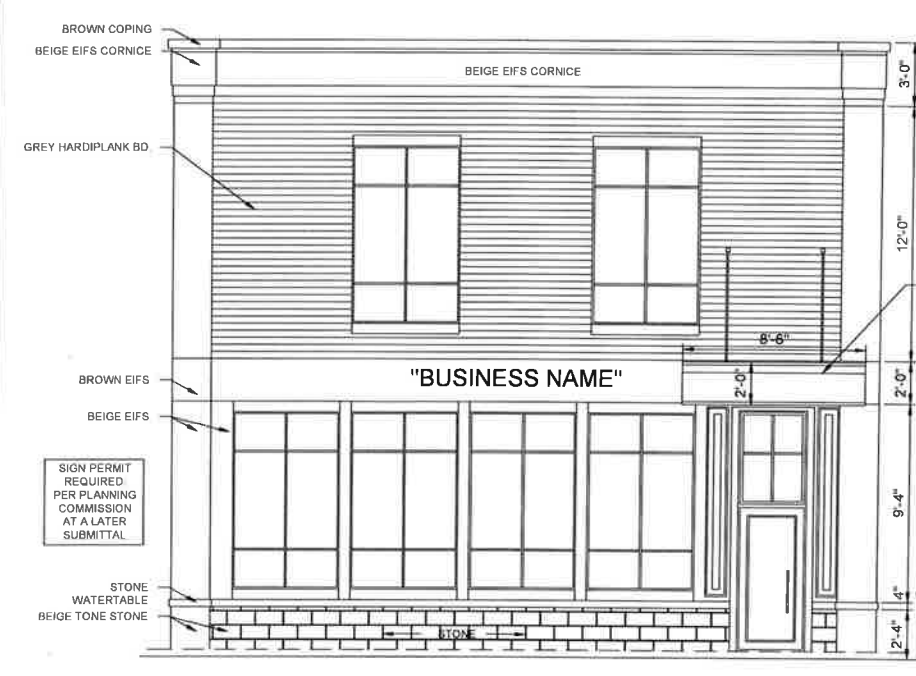
Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
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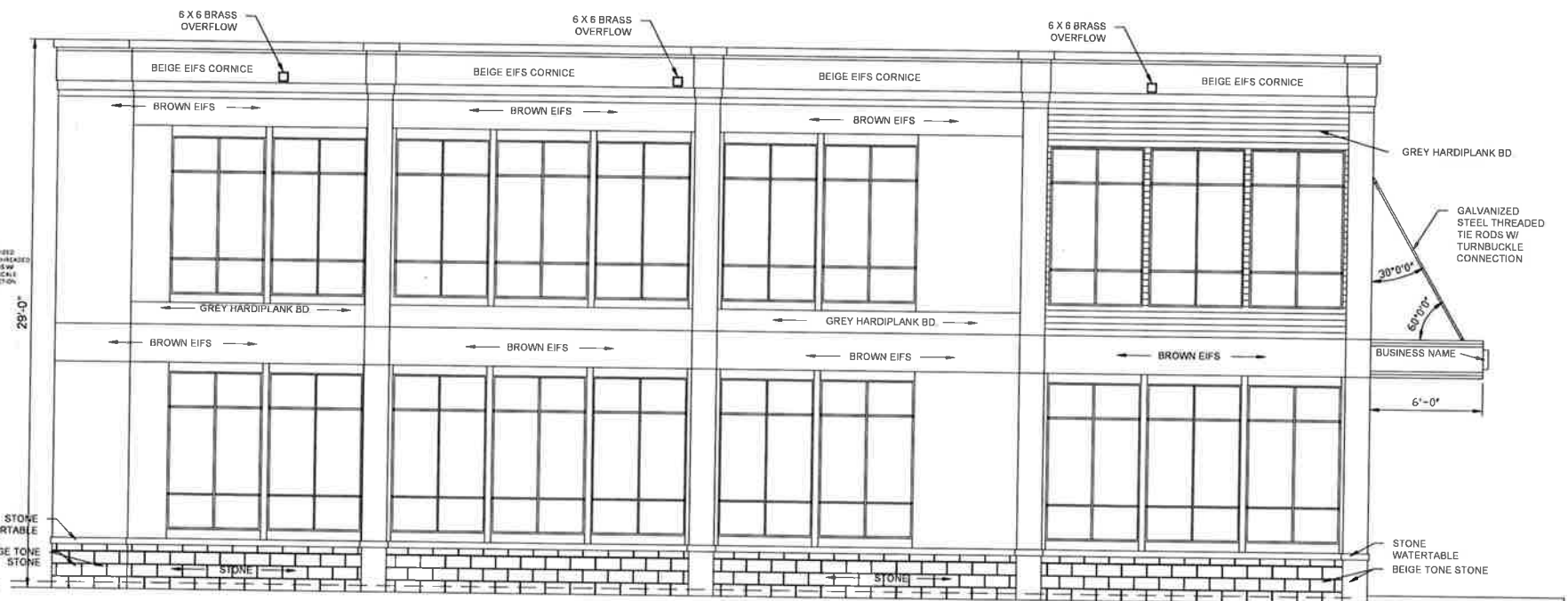
SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58275

Job No: 19087

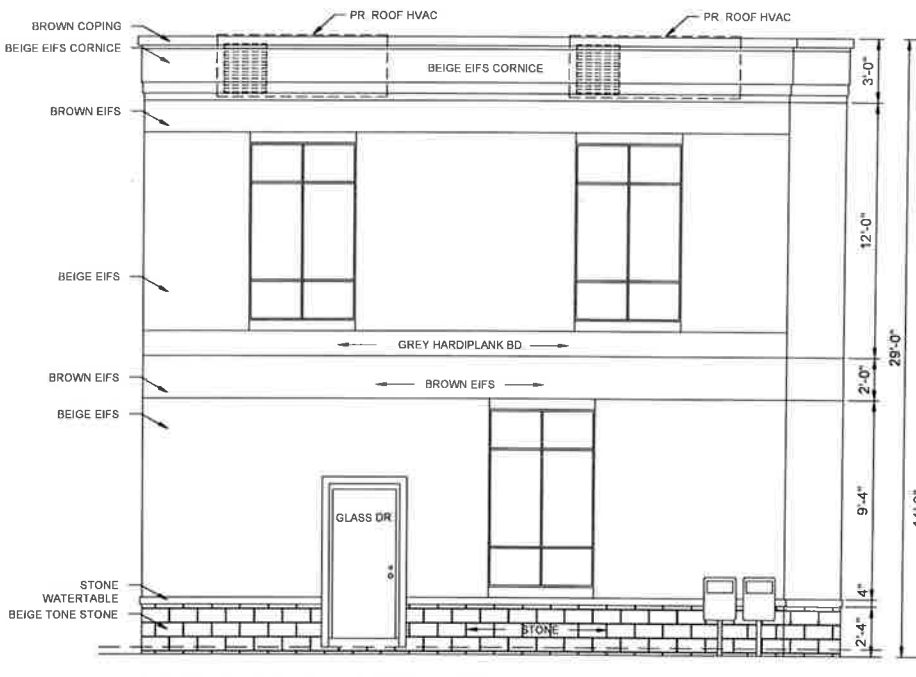
Sheet No: A3 of A5



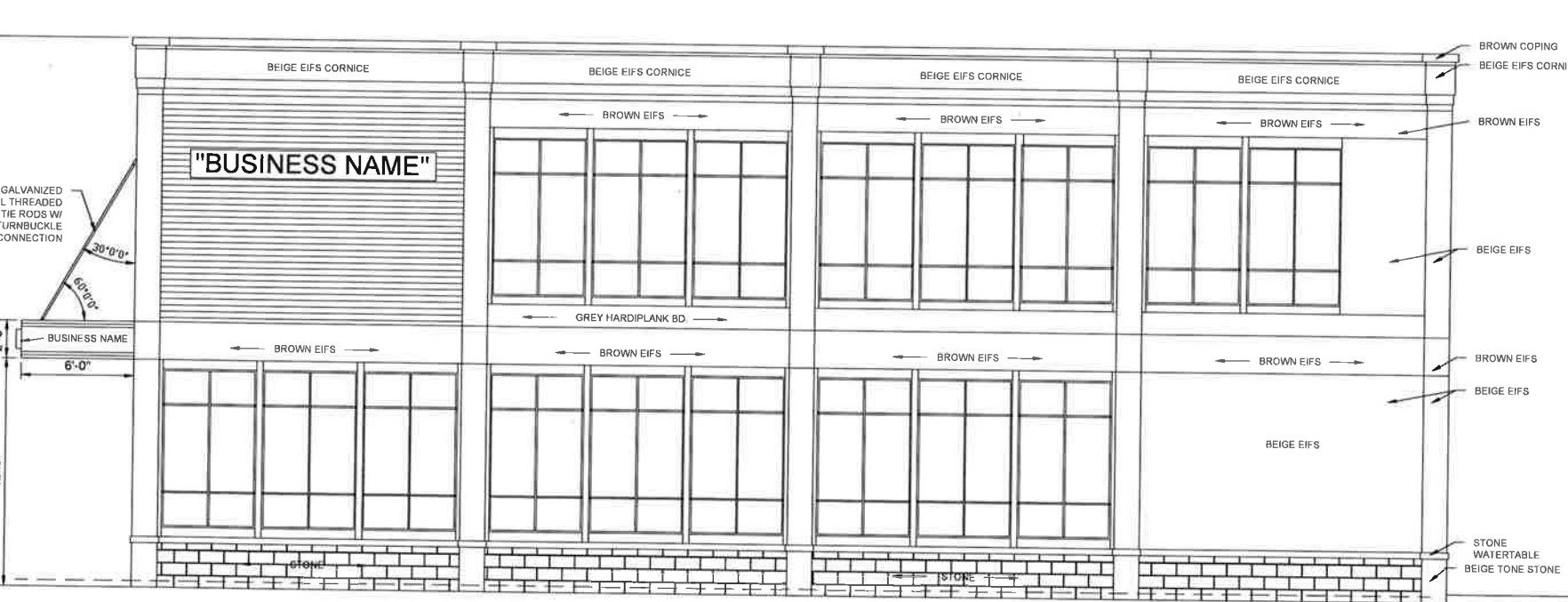
EAST ELEVATION
SCALE 1/4" = 1'-0"



SOUTH ELEVATION
SCALE 1/4" = 1'-0"



WEST ELEVATION
SCALE 1/4" = 1'-0"



NORTH ELEVATION
SCALE 1/4" = 1'-0"

FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR NORTH: 840 S.F. X 40% = 336 S.F. OF FENESTRATION REQUIRED = 400 S.F. OF FENESTRATION PROVIDED	FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR EAST: 390 S.F. X 40% = 156 S.F. OF FENESTRATION REQUIRED = 211 S.F. OF FENESTRATION PROVIDED
FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR SOUTH: 840 S.F. X 40% = 336 S.F. OF FENESTRATION REQUIRED = 380 S.F. OF FENESTRATION PROVIDED	FENESTRATION CALCULATION PER AREA BELOW ROOF DECK OF FIRST FLOOR WEST (REAR): 390 S.F. X 40% = 156 S.F. OF FENESTRATION REQUIRED = 81 S.F. OF FENESTRATION PROVIDED

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CLIENT: NINO CUTRARO
586-202-3942
PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON
DATE: 08-26-2019
SCALE: VARIES

SECTIONS
DISPENSARY

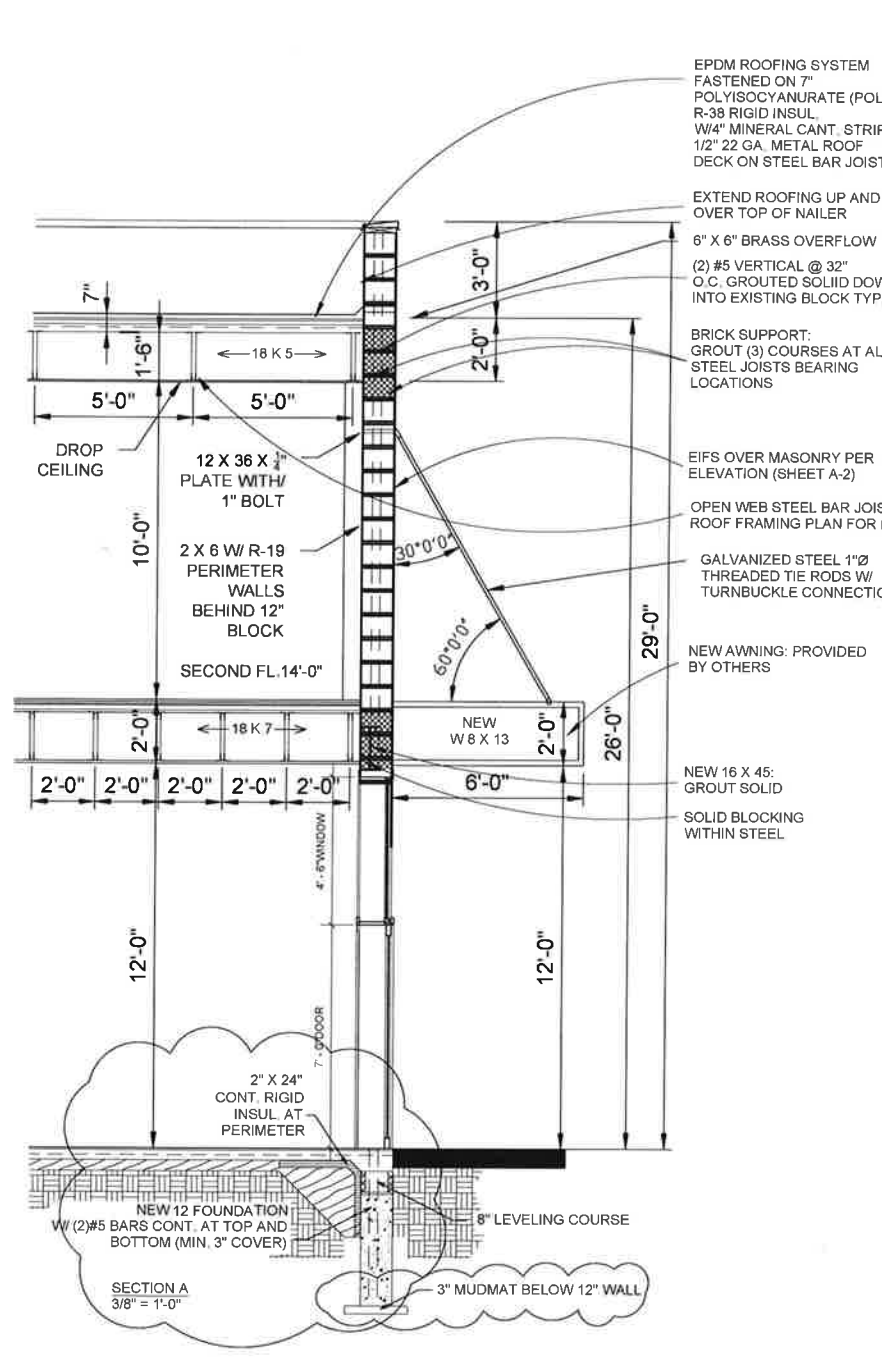
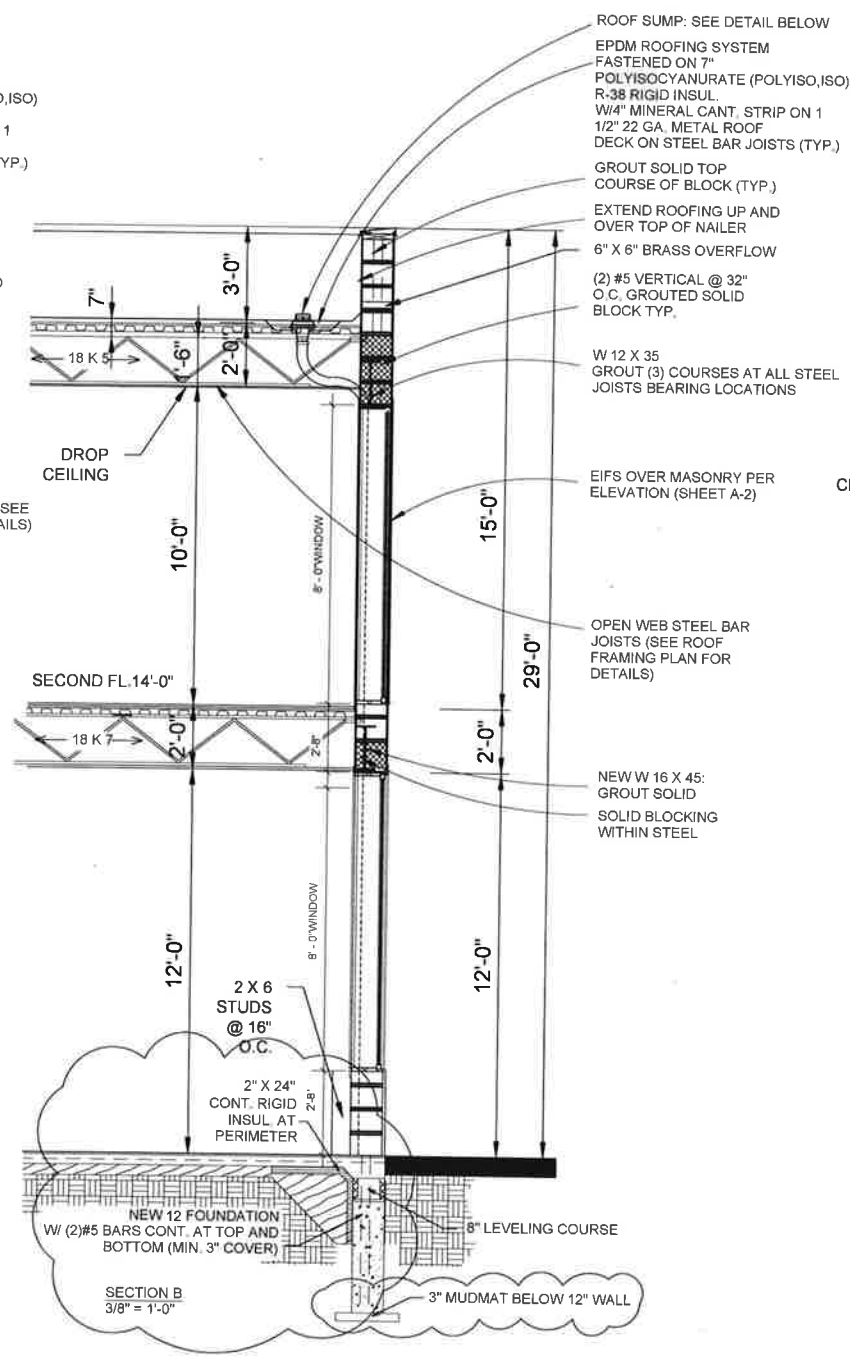
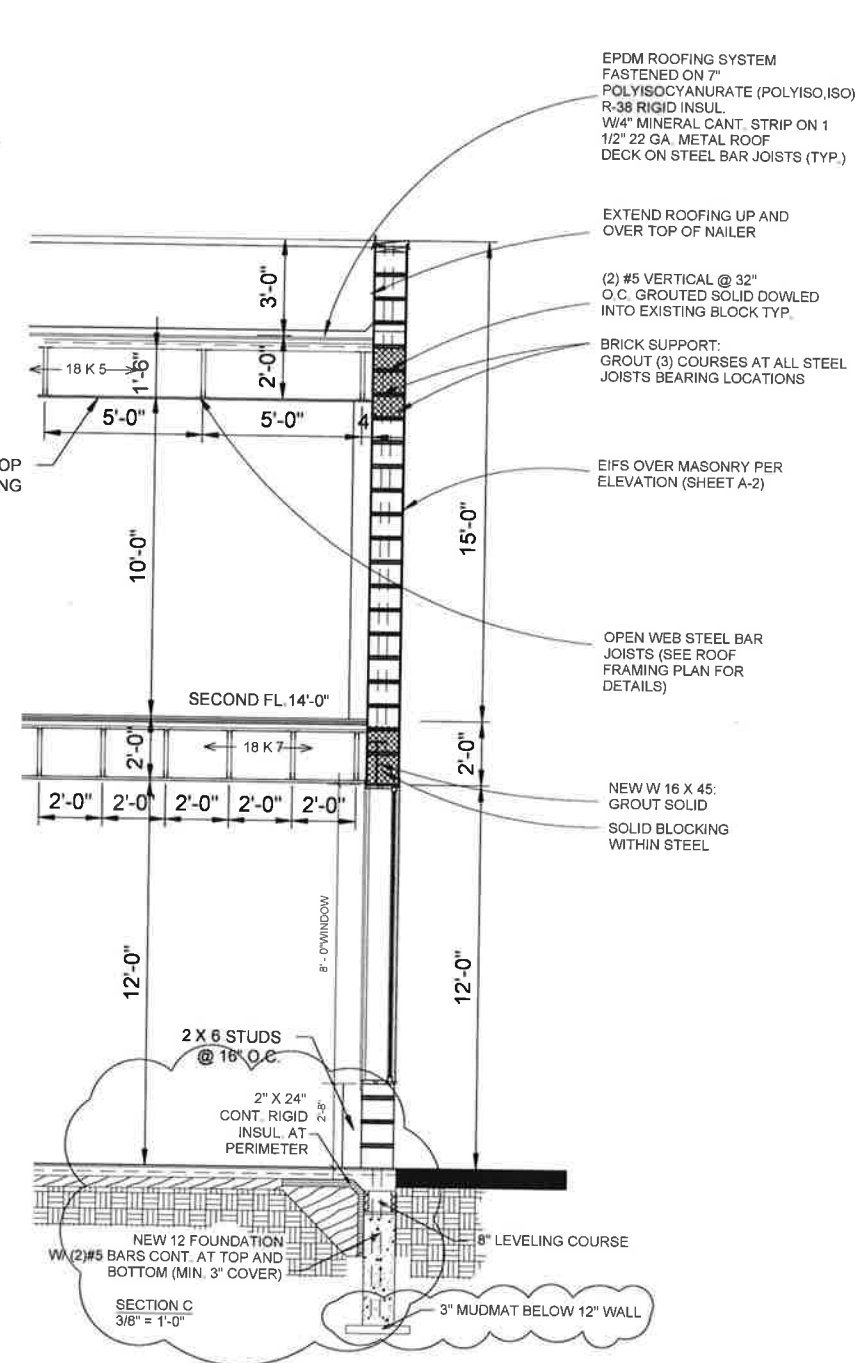


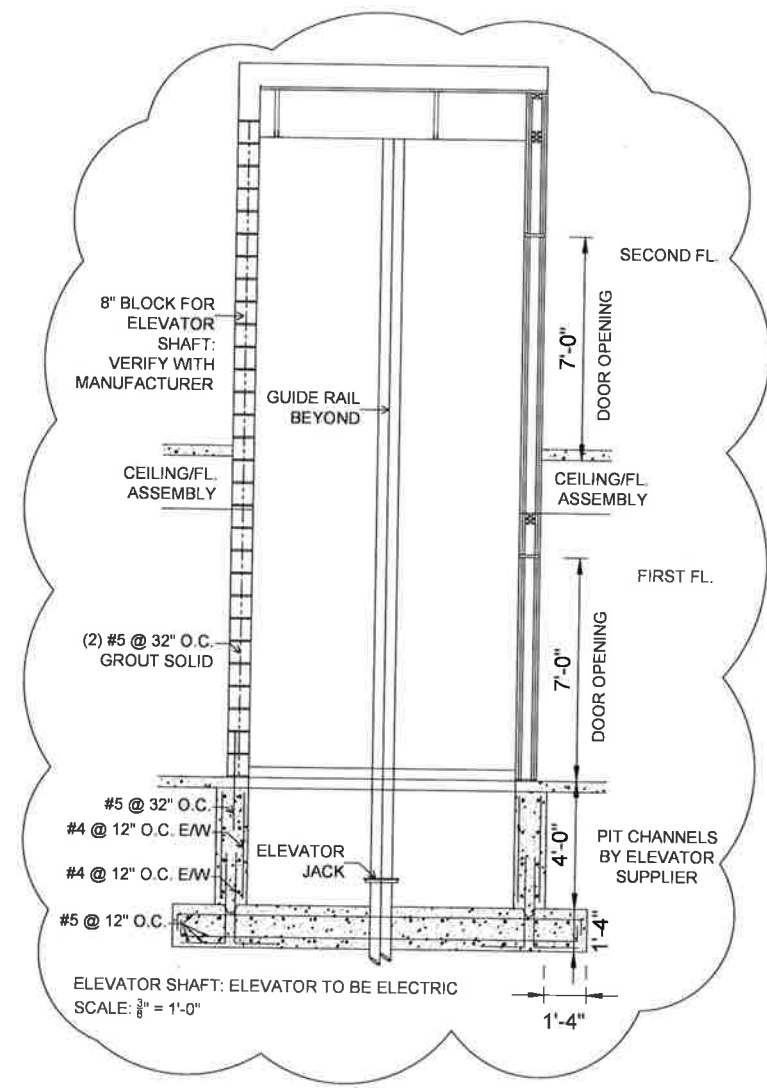
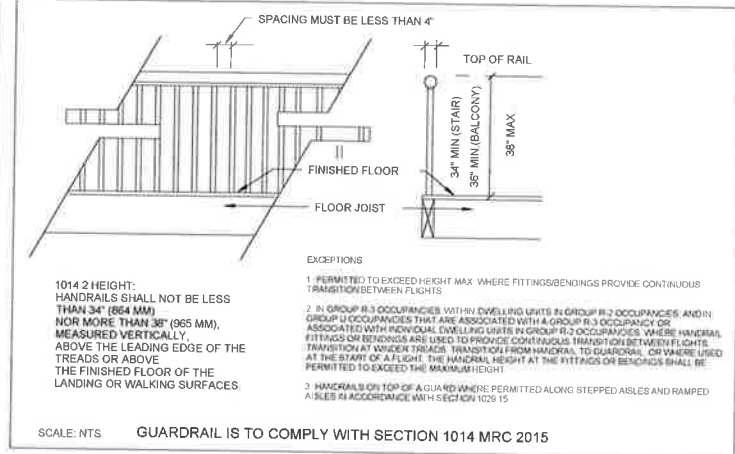
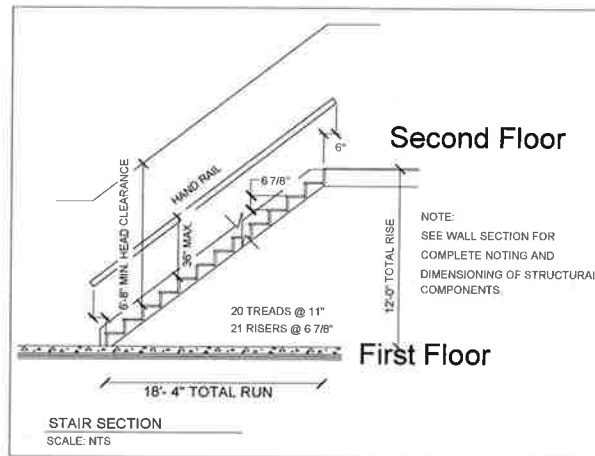
PROJ: 19087 CONSTRUCTION AS-BUILT
Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58276
Job No.





STAIRWAYS

1011.1 GENERAL
STAIRWAYS SERVING OCCUPIED PORTIONS OF A BUILDING SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 1011.2 THROUGH 1011.13. ALTERNATING TREAD DEVICES SHALL COMPLY WITH SECTION 10.14.

1011.2 WIDTH AND CAPACITY
THE REQUIRED CAPACITY OF STAIRWAYS SHALL BE DETERMINED AS SPECIFIED IN SECTION 1005.1 BUT THE MINIMUM WIDTH SHALL NOT BE LESS THAN 44 INCHES.

EXCEPTIONS:
1. STAIRWAYS SERVING AN OCCUPANT LOAD OF LESS THAN 50 SHALL HAVE A WIDTH OF NOT LESS THAN 36".

1011.3 HEADROOM
STAIRWAYS SHALL HAVE A HEADROOM CLEARANCE OF NOT LESS THAN 80 INCHES MEASURED VERTICALLY FROM A LINE CONNECTING THE EDGE OF THE NOSINGS. SUCH HEADROOM SHALL BE CONTINUOUS ABOVE THE STAIRWAYS TO THE POINT WHERE THE LINE INTERSECTS THE LANDING BELOW, ONE TREAD DEPTH BEYOND THE BOTTOM RISER. THE MINIMUM CLEARANCE SHALL BE MAINTAINED THE FULL WIDTH OF THE STAIRWAY AND LANDING.

1011.5 STAIR TREAD AND RISERS
STAIR TREADS AND RISERS SHALL COMPLY WITH SECTION 1011.5.1 THROUGH 1011.5.3.

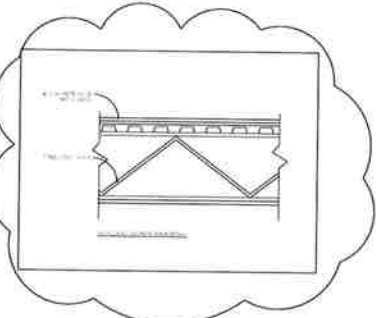
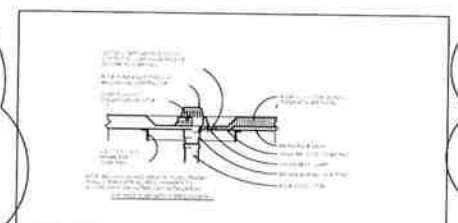
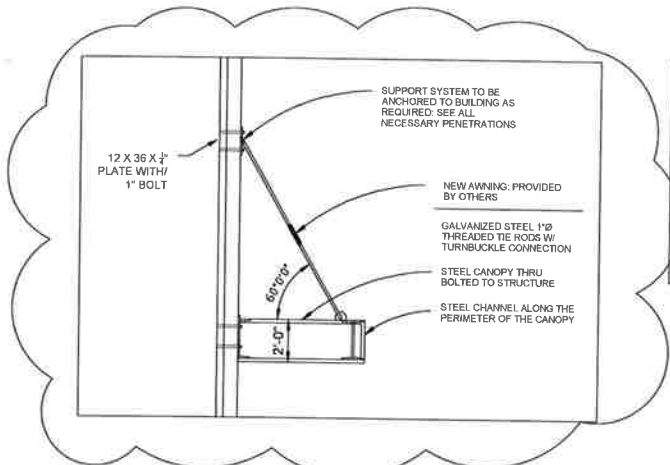
1011.5.2 RISER HEIGHT AND TREAD DEPTH
STAIR RISER HEIGHTS SHALL BE 7 INCHES MINIMUM. THE RISER HEIGHT SHALL BE MEASURED VERTICALLY BETWEEN THE NOSINGS OF ADJACENT TREADS. RECTANGULAR TREAD DEPTHS SHALL BE 11 INCHES MINIMUM MEASURED HORIZONTALLY BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF ADJACENT TREADS AND AT A RIGHT ANGLE TO THE TREAD'S NOSING. WINDER TREADS SHALL HAVE A MINIMUM TREAD DEPTH OF 11 INCHES BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF THE ADJACENT TREADS AT THE INTERSECTIONS WITH THE WALKLINE AND A MINIMUM TREAD DEPTH OF 10 INCHES WITHIN THE CLEAR WITH OF THE STAIR.

1011.6 STAIRWAY LANDINGS. THERE SHALL BE A FLOOR OR LANDING AT THE TOP AND BOTTOM OF EACH STAIRWAY. THE WIDTH OF LANDINGS SHALL NOT BE LESS THAN THE WIDTH OF STAIRWAYS SERVED. EVERY LANDING SHALL HAVE A MINIMUM WIDTH MEASURED PERPENDICULAR TO THE DIRECTION OF TRAVEL EQUAL TO THE WIDTH OF THE STAIRWAY. WHERE THE STAIRWAY HAS A STRAIGHT RUN THE DEPTH NEED NOT EXCEED 48 INCHES. DOORS OPENING ONTO A LANDING SHALL NOT REDUCE THE LANDING TO LESS THAN ONE-HALF THE REQUIRED WIDTH. WHEN FULLY OPEN, THE DOOR SHALL NOT PROJECT MORE THAN 7 INCHES INTO A LANDING. WHERE THE WHEELCHAIR SPACES ARE REQUIRED ON THE STAIRWAY LANDING IN ACCORDANCE WITH SECTION 1009.6.3, THE WHEELCHAIR SPACE SHALL NOT BE LOCATED IN THE REQUIRED WIDTH OF THE LANDING AND DOORS SHALL NOT SWING OVER THE WHEELCHAIR SPACES.

EXCEPTION: WHERE STAIRWAYS CONNECT STEPPED AISLES OR CONCOURSES, STAIRWAY LANDINGS ARE NOT REQUIRED AT THE TRANSITION BETWEEN STAIRWAYS AND STEPPED AISLES CONSTRUCTED IN ACCORDANCE WITH 1029.

1011.11 HANDRAILS. STAIRWAYS SHALL HAVE HANDRAILS ON EACH SIDE AND SHALL COMPLY WITH SECTION 1014. WHERE GLASS IS USED TO PROVIDE THE HANDRAIL, THE HANDRAIL SHALL COMPLY WITH SECTION 2407.

1022.2 HANDRAIL DETAILS. HANDRAIL-GRIPPING SURFACES SHALL BE CONTINUOUS, WITHOUT INTERRUPTION BY NEWEL POST, OTHER STRUCTURE ELEMENTS OR OBSTRUCTIONS. A HANDRAIL AND ANY WALL OR OTHER SURFACE ADJACENT TO THE HANDRAIL SHALL BE FREE OF ANY SHARP OR ABRASIVE ELEMENTS. THE CLEAR SPACE BETWEEN THE HANDRAIL AND THE ADJACENT WALL SURFACE SHALL NOT BE LESS THAN 1/2 INCHES (12.7 MM). EDGES SHALL HAVE A MINIMUM RADIUS OF 1/8" INCH (3.2 MM).



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CLIENT	NINO CUTRARO 588-202-3942
PROJECT LOCATION	118 N. COLUMBUS ST. JACKSON
DATE	08-26-2019
SCALE	VARIES

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DISPENSARY



Drawn By:	M.M.
Checked By:	S.M.
Approved By:	S.M.

Revisions:	Date:	By:
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58276

Job No. 19087

Sheet No. A5 of A5

STEEL NOTES

- 1 DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION
2 STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS
SHAPES A 572 GRADE 50
PLATES (U N D) A36
PIPE A53
TUBING A800 GRADE B
3 STRUCTURAL STEEL CONNECTIONS SHALL BE AS FOLLOWS
4 SHOP CONNECTIONS SHALL BE WELDED PER AWS D11
5 FIELD CONNECTIONS SHALL BE BOLTED UNLESS WELDING IS DETAILED ON THE DRAWINGS
6 BOLTS SHALL BE ASTM A 325 TYPE 1 N/A DIA ANCHOR BOLTS SHALL BE ASTM A 307 U N D
7 BEAM CONNECTIONS SHALL BE STANDARD TWO ANGLE WEB CONNECTIONS CAPABLE OF SUPPORTING 75% OF THE TOTAL UNIFORM LOAD CAPACITY FROM THE UNIFORM LOAD CONSTANT IN THE AISC CODE
5 WELDING SHALL BE IN ACCORDANCE WITH CURRENT STRUCTURAL WELDING CODE STEEL AMERICAN WELDING SOCIETY, ELECTRODES SHALL BE E70XX
6 PROVIDE W/DIA SHOULDER BOLTS WITH LOCK WASHERS AT ALL SLOTTED CONNECTIONS OF WIND COLUMN
7 ANCHOR BOLTS SHALL BE FURNISHED BY THE STRUCTURAL STEEL CONTRACTOR AND SET BY THE FOUNDATION CONTRACTOR
8 SHELF ANGLES SHALL BE PROVIDED ON COLUMNS AS REQUIRED TO SUPPORT THE ROOF DECK
9 TYPICAL DRAWINGS AND CALCULATIONS OF TYPICAL CONNECTION DETAILS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO PROCEEDING WITH DETAILING
10 STEEL REQUIRED FOR ROOF OPENING, DOOR JAMBS, DOOR HEADERS, LOUVERS, PARAPETS AND EXPANSION JOINTS SHOWN ON THE ARCHITECTURAL AND STRUCTURAL DRAWINGS SHALL BE INCLUDED IN THE STRUCTURAL STEEL CONTRACT
11 THE STEEL CONTRACTOR IS RESPONSIBLE FOR SUPPLYING THE NECESSARY MATERIALS AND LABOR FOR THE SAFE SUPPORT OF ROOF OPENINGS AND ROOF TOP UNIT SUPPORTS EVEN IF SUCH MATERIALS IS NOW SHOWN ON THE STRUCTURAL OR ARCHITECTURAL DRAWINGS THE STEEL CONTRACTOR SHALL REFER TO THE MECHANICAL DRAWINGS FOR INFORMATION REGARDING ROOF OPENINGS AND ROOF TOP UNITS
12 IN NO CASE SHALL THE OWNER AND/OR ARCHITECT BE CHARGED FOR COSTS INCURRED BEYOND THE ORIGINAL BID PRICE FOR INFORMATION RELATED TO THE PREVIOUS TWO ITEMS
13 ALL JOISTS AND JOIST GIRDERS SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STEEL JOIST INSTITUTE STANDARD SPECIFICATION FOR STEEL JOISTS AND STEEL JOIST INSTITUTE STANDARD SPECIFICATIONS FOR JOIST GIRDERS, RESPECTIVELY
14 JOIST BRIDGING TO BE HORIZONTAL TYPE 'K' SERIES JOIST UNLESS NOTED OTHERWISE
15 CONNECT BOTTOM CHORD OF JOISTS AND JOIST GIRDERS TO COLUMN
16 ALL STEEL JOISTS, JOIST GIRDERS, BRIDGING ANCHORAGE, ETC SHALL BE DESIGNED AND ERECTED IN COMPLIANCE WITH STEEL JOIST INSTITUTE (S J I) TECHNICAL DIGEST #1 JULY 1987, SPECIFICATIONS AND RECOMMENDATIONS THE ERECTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH OSHA REQUIREMENTS
17 STEEL DECKING SHALL BE PAINTED 22 G A 1 1/2 TYPE B UNLESS NOTED OTHERWISE MANUFACTURED AND INSTALLED TO CONFORM WITH THE LATEST STEEL DECK INSTITUTE STANDARDS AND SPECIFICATIONS
18 EACH STEEL DECK SECTION SHALL BE ANCHORED AT EACH STEEL SUPPORT AS INDICATED ON THE PLANS
19 THE BOTTOM CHORD OF EACH JOIST LOCATED AT A COLUMN SHALL HAVE A BOTTOM CHORD EXTENSION CONNECTED TO THE COLUMN ATTACH TO THE COLUMN AFTER ALL DEAD LOADS ARE IN PLACE
20 ALL BASE PLATES SHALL HAVE A X LEVELING PLATE WITH N GROUDED BED WELD ALL PLATES AND BRACES TO COLUMNS WITH MINIMUM AISC WELD SIZES REQUIRED FOR MEMBER THICKNESS (ALL AROUND (TYP)) BOLTS TO BE A507 GRADE UNLESS NOTED OTHERWISE

MASONRY SPECIFICATIONS

- 1 ALL MASONRY WORK SHALL BE IN ACCORDANCE WITH A E 1 300 82 AND SPECIFICATIONS FOR MASONRY STRUCTURES A C 1 300 1 82 CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C 90 GRADE N TYPE 1 FOR HOLLOW CONCRETE MASONRY UNITS AND ASTM C 240 GRADE N TYPE 1 FOR SOLID CONCRETE MASONRY UNITS BRICK SHALL MEET THE LATEST REVISIONS OF ASTM C 216 GRADE SW
2 ALL MORTAR SHALL CONFORM TO ASTM C 270 TYPE M OR S MINIMUM COMPRESSIVE STRENGTH F-C 1800 PS AT 28 DAYS
3 ALL CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM PRISM STRENGTH OF 1300 PS
4 EXPANSION JOINTS FOR BRICK MASONRY SHALL BE PLACED AT 20 TO 30 O C MAXIMUM U N D
5 CONTROL JOINTS FOR CONCRETE MASONRY SHALL BE PLACED AT 30 O C MAXIMUM U N D
6 ALL CONCRETE BLOCK WALLS SHALL HAVE OUR OWN OR EQUIVALENT TRUSS TYPE HORIZONTAL REINFORCING INSTALLED AT EVERY OTHER COURSE HORIZONTAL WIRE REINFORCEMENT SHALL BE #9 G A WIRE WITH ASTM A641 GALVANIZED COATING UNLESS NOTED OTHERWISE WALLS WITH VERTICAL REINFORCEMENT SHALL HAVE ONLY LADDER TYPE REINFORCEMENT DO NOT EXTEND HORIZONTAL REINFORCING THROUGH CONTROL JOINTS
7 INSTALL VERTICAL REINFORCING (AS NOTED OF PLANS) IN THE CENTER OF BLOCK CORES AND GROUT IN MAXIMUM OF FOUR FOOT HEIGHTS ALL REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 LAP AND TIE BAR SPICES SHALL BE PLACED IN ACCORDANCE WITH A E 1 300 82 SECTION 8 3 1 1
8 ALL BRICK WORK SHALL HAVE PROPER TIES TO THE STRUCTURE IN ACCORDANCE WITH THE MOST RECENT SPECIFICATIONS OF THE BRICK INSTITUTE OF AMERICA
9 THE MASONRY CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TEMPORARY SHORING AND FILL BE WORK REQUIRED TO WITHSTAND WIND LOADS AND TEMPORARY CONSTRUCTION LOADS ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH ALL OSHA REQUIREMENTS
10 ALL BEAMS BEARING ON MASONRY WALLS SHALL HAVE A 1 1/2 X 7 1/2 X 3/4 BEARING PLATE WITH TWO 1/2" DIA METAL X 12" LONG ANCHOR BOLTS U N D THE TOP THREE COURSES OF BLOCK BELOW THE BEARING SHALL BE GROUTED SOLID
11 ALL LINTELS BEARING ON MASONRY SHALL HAVE A 12" MINIMUM BEARING AT EACH END STEEL LINTELS SUPPORTING MASONRY FROM THE BOTTOM FLANGE SHALL HAVE A CONTINUOUS 5/16" STEEL PLATE WELDED TO THE BOTTOM FLANGE AS SHOWN

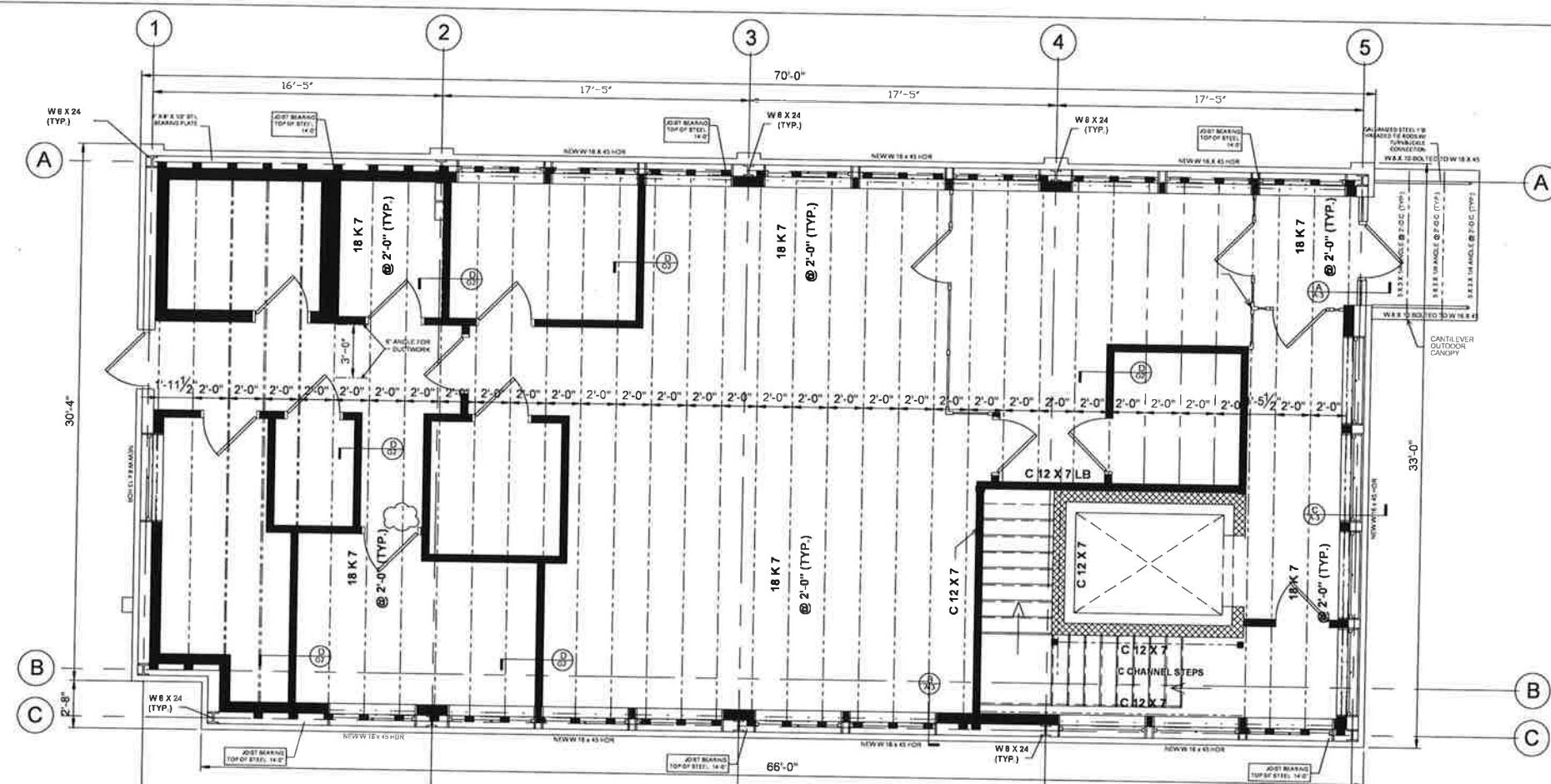
CONCRETE SPECIFICATIONS

- 1 ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF AC 308-1M SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS EXCEPT AS MODIFIED BY SUPPLEMENTAL REQUIREMENTS
2 ALL CONCRETE SHALL HAVE A MINIMUM OF 3000 PSI 28 DAY COMPRESSIVE STRENGTH (BUT LBS OF CEMENT PER CUBIC YARD MINIMUM (5 BAGS) & A WATER/CEMENT RATIO NOT TO EXCEED 6 GALLONS PER BAG)
3 THE USE OF AD MIXTURES SUCH AS FLY ASH OR CALCIUM CHLORIDE IS NOT ALLOWED WITHOUT PRIOR REVIEW FROM THE ENGINEER
4 THE CONCRETE CONTRACTOR SHALL SUBMIT THE DESIGN MIX OF EACH TYPE FOR REVIEW BY THE ENGINEER AND ARCHITECT PRIOR TO PLACEMENT
REINFORCING STEEL SPECIFICATIONS
1 ALL REINFORCING BARS, DOMES, AND TIES SHALL CONFORM WITH ASTM A 615 GRADE 60 REQUIREMENTS AND SHALL BE FREE OF RUST, OIL AND MUD
2 ALL WELDED WIRE FABRIC SHALL CONFORM WITH ASTM A 185 AND BE POSITIONED AT THE MID HEIGHT OF SLABS UNLESS OTHERWISE NOTED
3 ALL REINFORCING SHALL BE PLACED AND SECURELY TIED IN PLACE SUFFICIENTLY AHEAD OF PLACING OF CONCRETE TO ALLOW INSPECTION AND CORRECTION, IF NECESSARY, WITHOUT DELAYING THE CONCRETE PLACEMENT
4 EXTEND ALL REINFORCING BARS A MINIMUM OF 30" AROUND ALL CORNERS AND LAP BARS AT ALL SPICES A MINIMUM OF 30" UNLESS NOTED OTHERWISE
5 WELDING OF REINFORCING STEEL IS NOT ALLOWED

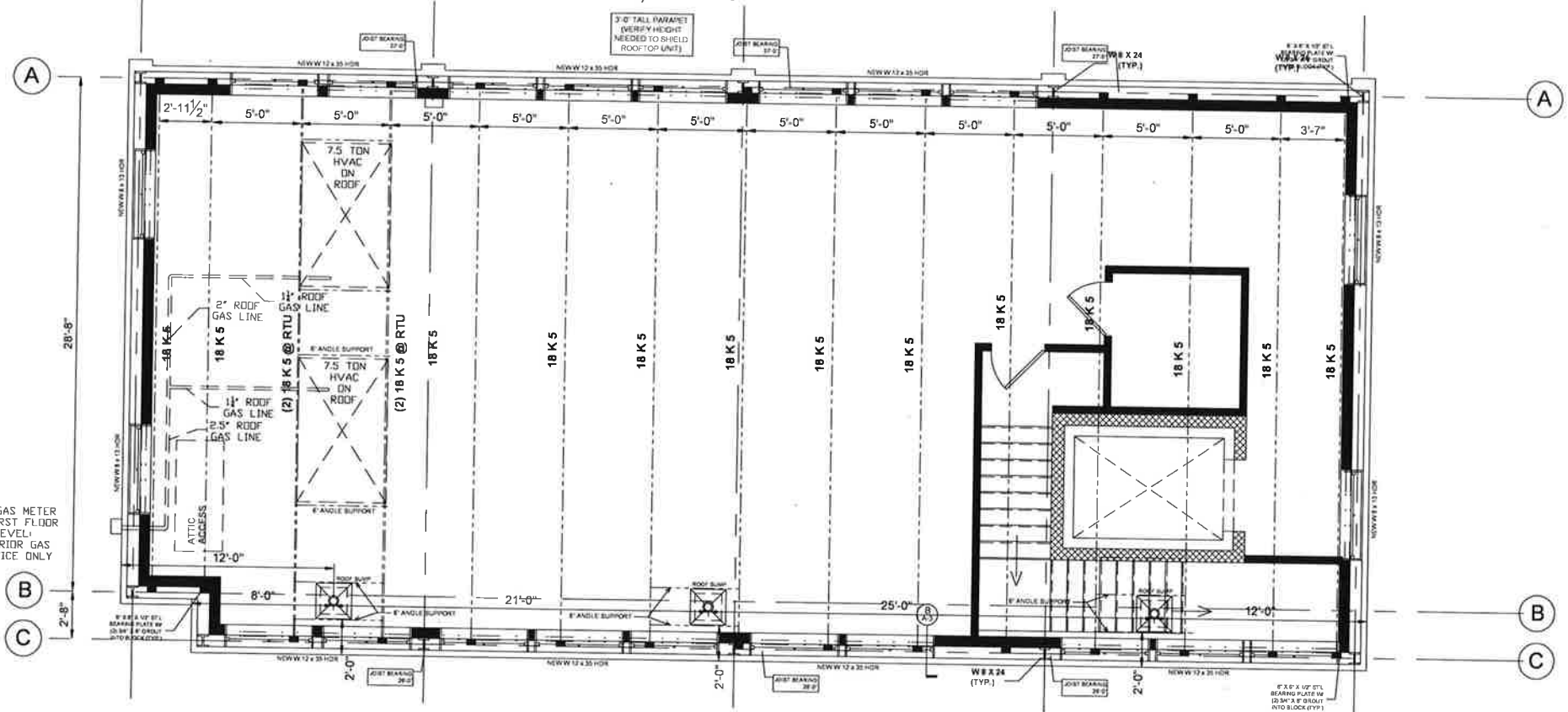
CONCRETE NOTES

- 1 STRUCTURAL CONCRETE HAS BEEN DESIGNED BY THE ULTIMATE STRENGTH METHOD PER AC 318 CODE
2 CONCRETE SHALL BE MANUFACTURED AND PLACED PER AC 318 BUILDING CODE AND A MANUAL OF STANDARD PRACTICE
3 ALL REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI
4 28 DAY COMPRESSIVE STRENGTH OF CONCRETE SHALL BE AS FOLLOWS
5 SLABS ON METAL FORMS 3000 PSI
6 SLABS ON GRADE 4000 PSI
7 FOOTINGS FOUNDATION WALLS 3000 PSI
8 WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT SHALL CONFORM TO SPECIFICATIONS FOR WELDED STEEL FABRIC FOR CONCRETE REINFORCEMENT A 5 T M A 185-79 WELDED WIRE FABRIC SHALL BE DELIVERED IN FLAT SHEETS
9 REINFORCEMENT SHALL BE HELD IN POSITION BY CHAIRS OR OTHER DEVICES WHICH WILL ENSURE THE ACCURATE POSITION AND SPACING OF THE BARS BOTH HORIZONTALLY AND VERTICALLY AND ARE SUFFICIENTLY RIGID TO AVOID DISPLACEMENT OF BARS IN PLACING AND VIBRATING OF CONCRETE
10 WATER USED IN MIXING CONCRETE SHALL BE CLEAN AND FREE FROM INJURIOUS MATERIALS SUCH AS OIL, ACID, SALT, ALKALI AND ORGANIC MATTER
11 CURT OF LEVEL TOLERANCE FOR TOP OF CONCRETE PISRS AND WALLS IS 1/4" IN 20' OVERALL
12 DISTANCE TOLERANCE BETWEEN CENTER OF COLUMN ANCHOR BOLT CLUSTERS IS +/- IN 20' OVERALL

ROOF FLOOR: 25 LBS. DEAD LOAD 25 LBS. LIVE LOAD 50 LBS. TOTAL LOAD
FIRST FLOOR: 100 P.S.F. LIVE LOAD 50 P.S.F. DEAD LOAD 150 P.S.F. TOTAL LOAD



PROPOSED FIRST FLOOR PLAN SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN - TBD SCALE 1/4" = 1'-0"

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Table with client information: CLIENT: NINO CUTRARO, PROJECT LOCATION: 118 N COLUMBUS ST, JACKSON, DATE: 08-26-2019, SCALE: VARIES

STRUCTURAL PLAN DISPENSARY

McEngineering logo and contact information: Development & Building, 118 N Columbus St, Jackson, MS 39201, Tel: 601.372.2626, Fax: 601.372.2627, Email: info@mauroeng.com, Website: www.mauroeng.com

Revisions table with columns: Revisions, Date, By. Includes entries for Per Client, Per Layout, Per New Layout, Per City, and Per Client with dates from 2019-11-22 to 2020-01-21.



SIMONE B. MAURO, P.E. - No. 30592 GIOVANNI B. MAURO, P.E. - No. 58276 Job No. 19087

WORK TO BE DONE IN ACCORDANCE WITH MMC 2015

GENERAL NOTES HVAC & SHEET METAL WORK

1. SHEET METAL DUCTWORK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF "SMACNA" LVDC STANDARDS, MFM PAMPHLET 80A AND 80B, AND THE LATEST EDITION OF THE BOCA MECHANICAL CODE AND ASHRAE GUIDE AND DATA BOOKS. DUCTS SHALL BE NOTED ON DRAWINGS, ARE NOT INTERNAL DIMENSIONS. ALL DUCTS SHALL BE SEALED AIR TIGHT AND SHALL NOT ALLOW MORE THAN 1% LEAKAGE THROUGHOUT THE ENTIRE SYSTEM. SEE TABLE M-302.1, BOCA NATIONAL MECHANICAL CODE - 1987, FOR MAXIMUM SHEET METAL THICKNESS.

2. ALL HVAC SYSTEMS AND EQUIPMENT SHALL CONFORM TO ALL NATIONAL, STATE AND LOCAL BUILDING HEALTH AND SANITATION CODES. THE HVAC CONTRACTOR SHALL PRESENT CERTIFICATE TO THE OWNER THAT ALL APPLICABLE BUILDING PERMITS HAVE BEEN SECURED BEFORE STARTING ANY WORK AND PRIOR TO THE OWNER'S REQUIRED SIGNATURE OF FINAL APPROVAL FROM GOVERNING JURISDICTIONS AT THE COMPLETION OF THE WORK.

3. FURNISH AND INSTALL FLEXIBLE DUCT CONNECTIONS ON ALL DUCT CONNECTIONS TO AIR HANDLING UNITS.

4. PROVIDE OPPOSED BLADE BALANCING DAMPERS AT EACH BRANCH DUCT TAKE OFF FROM MAIN DUCTS AND OTHER LOCATIONS AS REQUIRED TO PROPERLY BALANCE SYSTEMS.

5. FURNISH AND INSTALL DAMPERS WHERE INDICATED ON DRAWINGS AND WHERE DUCTWORK PERCEIVES FIRE RATED CONSTRUCTION, AND/OR WHERE REQUIRED BY LOCAL OR STATE CODES. ALL FIRE DAMPERS SHALL BE TESTED, RATED AND SEAR THE LABEL OF AN INDEPENDENT LABORATORY AND SHALL BE INSTALLED IN THE SAME MANNER BY WHICH THEY WERE TESTED. FIRE DAMPERS SHALL BE SIMILAR TO AIR BALANCE MODEL AND 119 AL CODES WITH 90% FIRE AREA.

6. VIBRATION ABSORBING SUPPORTS SHALL BE INSTALLED AS REQUIRED ON ALL EQUIPMENT TO PREVENT TRANSMISSION OF VIBRATION AND NOISE TO THE STRUCTURE. PROVIDE VIBRATION ISOLATION PER ASHRAE STANDARDS.

7. HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS ARE DESIGN ON THE FOLLOWING CONDITIONS:
WINTER: INSIDE TEMP 72°F D.B. / OUTSIDE TEMP 0°F D.B. 16MPH WIND.
SUMMER: INSIDE TEMP 78°F D.B. & 50% RELATIVE HUMIDITY (MOISTURE).
OUTSIDE TEMP 95°F D.B. & 74°F W.B.

8. THE HVAC CONTRACTOR SHALL OBTAIN OTHER TRADES DRAWINGS AND COORDINATE HIS WORK WITH THE TOTAL PROJECT AS IT RELATES TO ALL TRADES AND VISIT THE JOB SITE BEFORE HE SUBMITS HIS BID TO FAMILIARIZE HIMSELF WITH WORK AND THAT OF OTHER TRADES, AND/OR ANY APPLICABLE LOCAL, STATE, AND FEDERAL CODES, ORDINANCES, AND REGULATIONS. IF ANY INTERFERENCES OR VIOLATIONS APPEAR AND DEPARTURE FROM THE DESIGN INTENT OF THE CONTRACT DOCUMENTS IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER BEFORE ENTERING INTO CONTRACT WITH THE OWNER. FAILURE TO PROVIDE THE OWNER WITH AFORESAID NOTIFICATION WILL BE RESPONSIBLE TO COMPLETE ALL WORK TO MEET THE INTENT OF THE CONTRACT DOCUMENTS WITH NO ADDITIONAL EXPENSE TO THE CONTRACTOR BEING INCURRED BY THE OWNER.

9. SHEET METAL RUN-OUTS AND FLEX DUCT CONNECTIONS TO AIR DISTRIBUTION DEVICES SHALL BE THE SAME SIZE AS THE DEVICE NECK, UNLESS OTHERWISE NOTED.

10. DUCT CONNECTIONS TO HVAC EQUIPMENT SHALL BE THE SAME SIZE AS EQUIPMENT DUCT CONNECTIONS, UNLESS OTHERWISE NOTED.

11. THE HVAC CONTRACTOR SHALL COORDINATE ELECTRICAL CHARACTERISTICS OF HIS EQUIPMENT WITH THE ELECTRICAL CONTRACTOR. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL CHARACTERISTICS OF EQUIPMENT TO BE FURNISHED BY HVAC CONTRACTOR.

12. AIR DISTRIBUTION DEVICES LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. THE HVAC CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL AIR DISTRIBUTION DEVICES WITH ARCHITECTURAL, REFLECTED CEILING PLANS AND/OR ELECTRICAL PLANS BEFORE INSTALLATION. LIGHT FIXTURES AND SPRINKLER HEAD LOCATIONS SHALL, UNLESS OTHERWISE NOTED, TAKE PRECEDENCE OVER AIR DISTRIBUTION DEVICES LOCATIONS.

13. THE HVAC CONTRACTOR SHALL SUBMIT EQUIPMENT SHOP DRAWINGS TO THE OWNER FOR APPROVAL BEFORE INSTALLATION OF ANY OF THE FOLLOWING HVAC EQUIPMENT:
A. AIR COOLED UNITS
B. ROOF EXHAUST FANS
C. AIR DISTRIBUTION DEVICES

APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE HVAC CONTRACTOR OF HIS RESPONSIBILITY TO CONFORM TO THE CONTRACT DOCUMENTS.

APPROVAL OF SHOP DRAWINGS IS INTENDED FOR GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS ONLY. ANY EQUIPMENT THAT IS INSTALLED THAT WILL INVOLVE THE WORK OF THE OTHER TRADES SHALL BE COORDINATED WITH THOSE TRADES. REFER TO OTHER TRADE DRAWINGS.

14. FURNISH AND INSTALL ACCESS DOORS FOR ALL DAMPERS, AND OTHER AIR DISTRIBUTION BALANCING DEVICES THAT ARE LOCATED ABOVE NON-ACCESSIBLE CEILING OR IN WALLS.

15. THE HVAC CONTRACTOR SHALL GUARANTEE ALL WORK INSTALLED UNDER HIS CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS, FOR A PERIOD OF ONE YEAR AFTER THE ACCEPTANCE OF THE BUILDING BY THE OWNER, AND SHOULD DEFECTS OCCUR WITHIN THIS PERIOD, REPAIR AND/OR REPLACE ITEMS AT NO EXPENSE TO THE OWNER.

16. THE HVAC CONTRACTOR SHALL COORDINATE LOCATION OF HIS EQUIPMENT AND WORK WITH OTHER BUILDING TRADES TO AVOID ANY INTERFERENCES BETWEEN HIS WORK AND THE WORK OF OTHER TRADES.

17. ANY CUTTING AND PATCHING THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE HVAC SYSTEMS SHALL BE DONE AND REPAIRED BY THE HVAC CONTRACTOR. NO CUTTING OF THE STRUCTURAL SYSTEM SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE OWNER BEING PREVIOUSLY OBTAINED.

DUCT TYPE SMOKE DETECTOR
FURNISH AND INSTALL WHERE SHOWN ON THE DRAWINGS A TWO WIRE, DC OPERATION ADDRESSABLE DETECTION, SIMPLEX MODEL NO. 408-975 DUCT HOUSING WITH APPROPRIATE SMOKE HEAD AND SAMPLING TUBE. THE DETECTOR SHALL BE UL LISTED FOR COMPATIBILITY WITH THE FIRE ALARM CONTROL PANEL AND SHALL OBTAIN ITS OPERATING POWER FROM THE ALARM NOTING CIRCUIT.

DETECTORS SHALL OPERATE ON THE LIGHT SCATTERING PHOTO SMOKE PRINCIPLE TO MINIMIZE MISALARM DETECTORS SHALL HAVE AN INSPECT SCREEN AND BE DESIGNED TO IGNORE AVAILABLE AIRBORNE PARTICLES OR SMOKE DUSTS THAT ARE BELOW THE FACTORY-SET ALARM POINT. NO RADIOACTIVE MATERIAL SHALL BE USED.

REMOVAL OF THE DETECTOR HEAD SHALL INTERRUPT THE SUPERVISORY CIRCUIT AND ACTIVATE A TROUBLE SIGNAL AT THE CONTROL PANEL.

DETECTORS SHALL OPERATE ON THE LIGHT SCATTERING PHOTO SMOKE PRINCIPLE TO MINIMIZE MISALARM DETECTORS SHALL HAVE AN INSPECT SCREEN AND BE DESIGNED TO IGNORE AVAILABLE AIRBORNE PARTICLES OR SMOKE DUSTS THAT ARE BELOW THE FACTORY-SET ALARM POINT. NO RADIOACTIVE MATERIAL SHALL BE USED.

REMOVAL OF THE DETECTOR HEAD SHALL INTERRUPT THE SUPERVISORY CIRCUIT AND ACTIVATE A TROUBLE SIGNAL AT THE CONTROL PANEL.

HVAC SCHEDULE	
NAME	WEIGHT
HVAC#1	7.5 TON 1000 LB MAX.
HVAC#2	7.5 TON 1000 LB MAX.

(2) UNITS - BRYANT HEATING AND COOLING ROOFTOPS 7.5 TON MODEL # 580E0D180AZ04D WITH FACTORY INSTALLED PERFECT HUMIDITY ADAPTIVE DEHUMIDIFICATION SYSTEM

AIR BALANCE SCHEDULE						
UNIT	OUTSIDE AIR FLOW (CFM)	RETURN AIR FLOW (CFM)	RELIEF DAMPERS (CFM AIR DENSE)	SUPPLY AIR FLOW (CFM)	EXHAUST AIR FLOW (CFM)	BUILDING PRESSURE
HVAC 1	-1000	-2000	3000	2850	0	100
HVAC 2	-1000	-2000	3000	2925	0	75
EF1					75	-75
EF2					75	-75
EF3					75	-75
TOTALS	-2000	-4000	6000	5775	225	0

RESULTING BUILDING PRESSURIZATION (0) CFMA
OVERALL BUILDING PRESSURIZATION SHALL BE APPROXIMATELY EQUALIZED

PROPOSED ELEVATOR TO BE ELECTRIC

EXHAUST FAN SCHEDULE				
TAG	MANUFACTURER MODEL	CFM	VOLTS/PHASE	REMARKS
EF	GREENHECK MODEL NO. SP-7	75	120/1	REMOTE SPEED CONTROL SWITCH MODEL NO. 5W

EXHAUST FAN TERMINATION TO BE LOCATED OUT THE ROOF W/ "B" VENT (4" METAL PIPING)

AIR DEVICE SCHEDULE					
MARK	NECK SIZE	TYPE	MAX AIR FLOW	MOUNTING	DUTY
A	24 X 10	DIFFUSER	200	DUCT	SUPPLY
B	20 X 12	DIFFUSER	200	DUCT	SUPPLY
C	18 X 12	DIFFUSER	200	DUCT	SUPPLY
D	14 X 12	DIFFUSER	200	DUCT	SUPPLY
E	26 X 10	DIFFUSER		DUCT	RETURN
F	22 X 12	DIFFUSER		DUCT	RETURN
G	20 X 12	DIFFUSER		DUCT	RETURN
H	16 X 12	DIFFUSER		DUCT	RETURN

GAS LOAD TABLE	
PROPOSED EQUIPMENT	100 MBH = 160 C.F.H.
198000 TANKLESS WATER HEATER	199 C.F.H.
TOTAL	359 MBTU

PROPOSED EQUIPMENT:		
TOTAL CFM	OVERALL	%
(2) 7.5 TON UNITS - 3,000 CFM	750	25%

NOTE: UNIT TO HAVE ECONOMIZER AND CO2 SENSOR

LOCATION OF UNIT TO BE VERIFIED BY CONTRACTOR

RTU'S NOT TO EXCEED 1000 LBS.

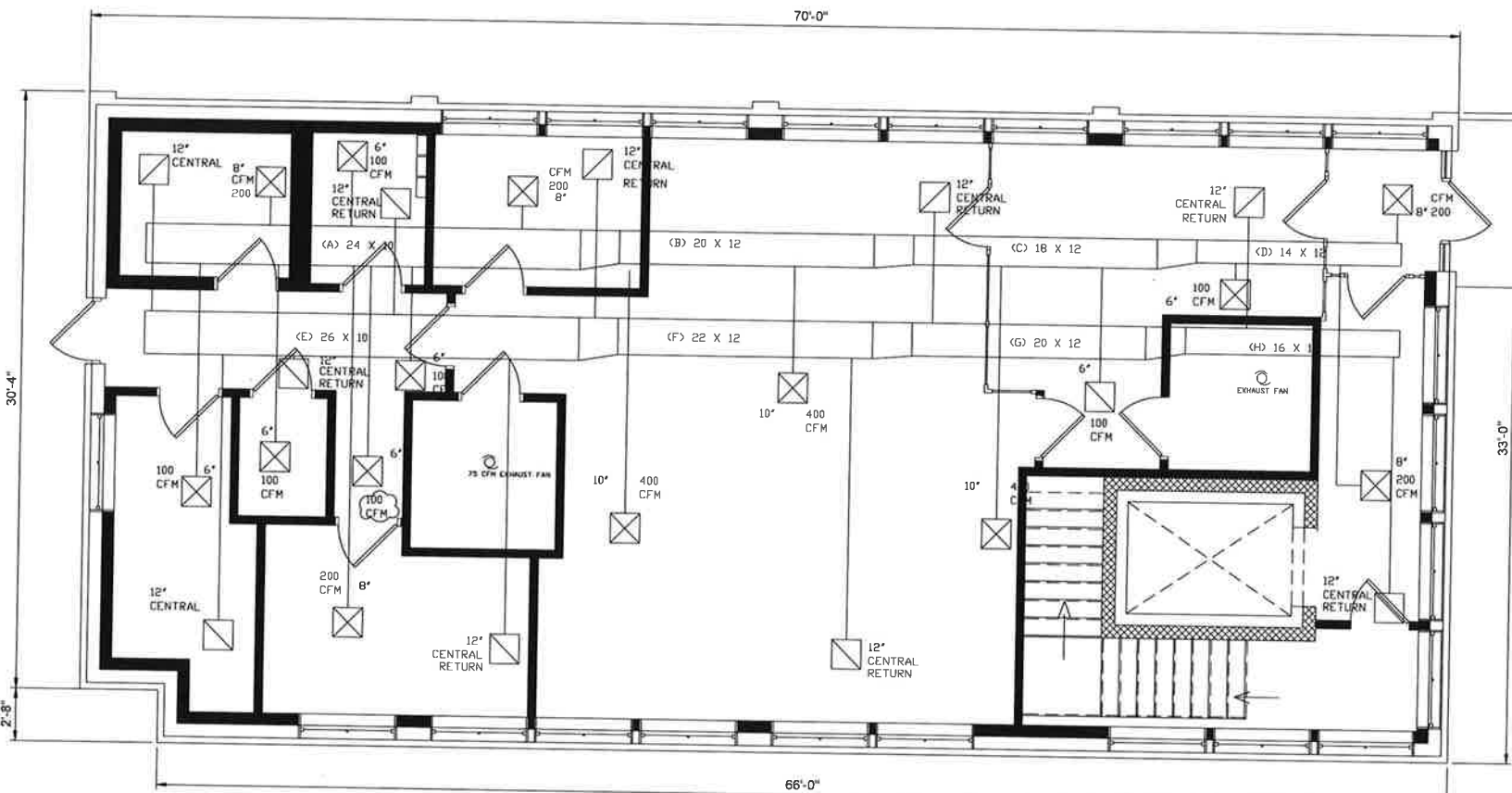
TABLE 403.1.1 MINIMUM VENTILATION RATE:

(7.5 CFM PER OCCUPANT X 83) + (12 X 4980 SQ. FT.) = 1220.1 CFM

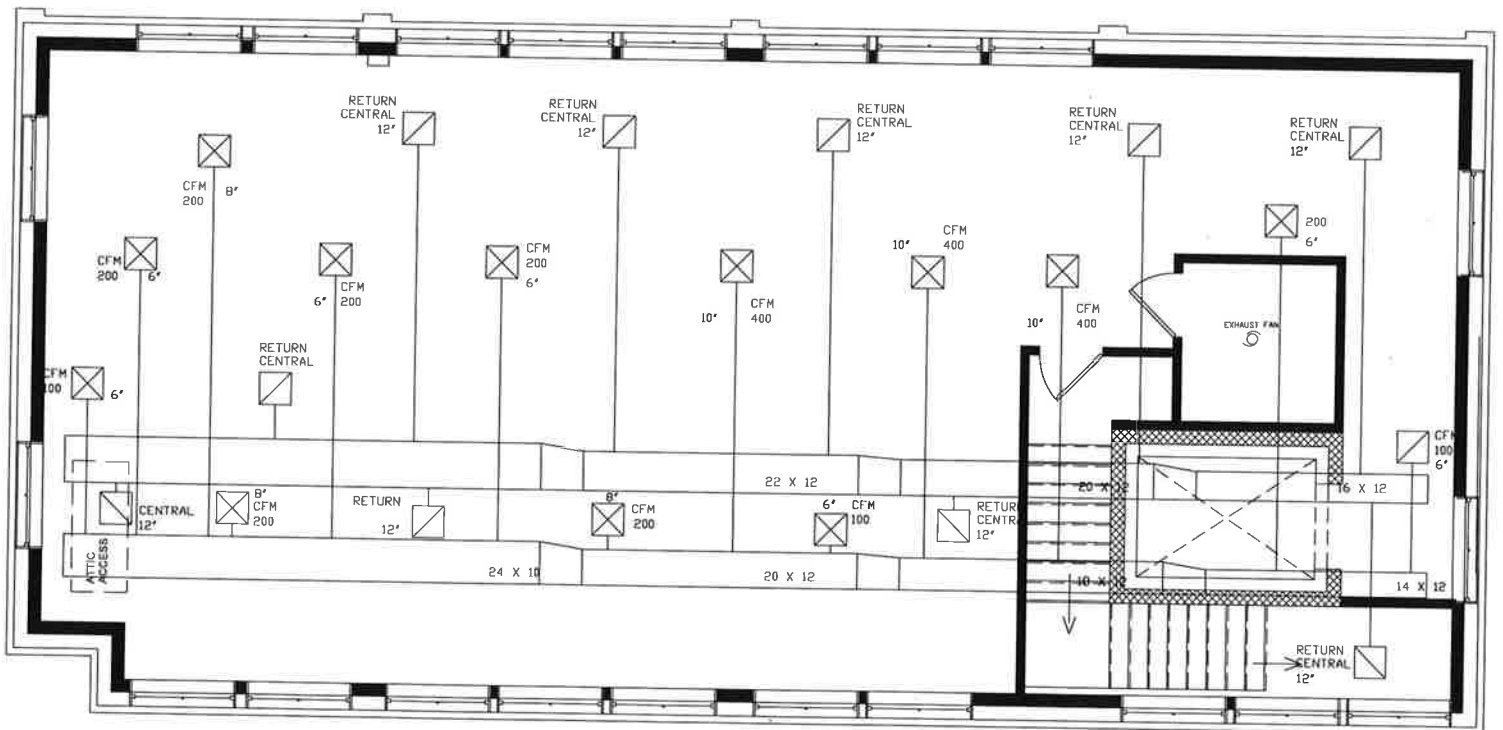
(3) TOILET ROOMS AT 75 CFM = 225CFM

1445.1 CFM OUTSIDE AIR REQUIRED

PROVIDE (2) 7.5 TON UNIT WITH ECONOMIZERS FOR 1000 CFM OUTSIDE AIR



PROPOSED FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN - TBD
SCALE 1/4" = 1'-0"

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT	NINO CUTRARO 586-202-3942
PROJECT LOCATION	118 N. COLUMBUS ST. JACKSON
DATE	08-28-2019
SCALE	VARIES

MECHANICAL PLAN
DISPENSARY

Mauro Engineering
Development & Building
Civil Engineers, Designers & Planners
4887 HANES ROAD, SUITE 100, JACKSON, MS 39211
PH: 662-347-2800 FAX: 662-347-2811
VISIT US AT WWW.MAUROENG.COM

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58276
Job No.

19087

Sheet No. M1 of M1

WORK TO BE DONE IN ACCORDANCE WITH HVAC 2015

GENERAL NOTES HVAC SHEET METAL WORK

1. SHEET METAL DUCTWORK CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF "SMACNA" LVDCB STANDARDS, MFA PAPER LETTER BOARDING, AND THE LATEST EDITION OF THE BOCA MECHANICAL CODE AND ASHRAE GUIDE AND DATA BOOKS. DUCTS SHALL BE INSTALLED AND BRANCHED IN ACCORDANCE WITH THE BOCA MECHANICAL CODE AND ASHRAE GUIDE AND DATA BOOKS. ALL DUCTS SHALL BE SEALED AIR TIGHT AND SHALL NOT ALLOW MORE THAN 10% LEAKAGE THROUGHOUT THE ENTIRE SYSTEM. SEE TABLE M302.1, BOCA NATIONAL MECHANICAL CODE - 1987, FOR MINIMUM SHEET METAL THICKNESSES.
2. ALL HVAC SYSTEMS AND EQUIPMENT SHALL CONFORM TO ALL NATIONAL, STATE AND LOCAL BUILDING HEALTH AND SANITATION CODES. THE HVAC CONTRACTOR SHALL PRESENT CERTIFICATIONS TO THE OWNER THAT ALL APPLICABLE BUILDING PERMITS HAVE BEEN SECURED BEFORE STARTING ANY WORK AND APPROVED TO THE OWNER. ALL REQUIRED CERTIFICATIONS OF FINAL APPROVAL FROM GOVERNING JURISDICTIONS AT THE COMPLETION OF THE WORK.
3. FURNISH AND INSTALL FLEXIBLE DUCT CONNECTIONS ON ALL DUCT CONNECTIONS TO AIR HANDLING UNITS.
4. PROVIDE OPPOSED BLADE BALANCING DAMPERS AT EACH BRANCH DUCT TAKE-OFF FROM MAIN DUCTS AND OTHER LOCATIONS AS REQUIRED TO PROPERLY BALANCE SYSTEMS.
5. FURNISH AND INSTALL DAMPERS WHERE INDICATED ON DRAWINGS AND WHERE DUCTWORK PERFORMS FIRE RATED CONSTRUCTION, AND/OR WHERE REQUIRED BY LOCAL OR STATE CODES. ALL FIRE DAMPERS SHALL BE TESTED, RATED AND BEAR THE LABEL OF UNDERWRITERS LABORATORIES AND SHALL BE INSTALLED IN THE SAME MANNER BY WHICH THEY WERE TESTED. FIRE DAMPERS SHALL BE SIMILAR TO AIR BALANCE MODEL NO. 118-AL, OVERSIZE WITH 50% FREE AREA.
6. VIBRATION ABSORBING SUPPORTS SHALL BE INSTALLED AS REQUIRED ON ALL EQUIPMENT TO PREVENT TRANSMISSION OF VIBRATION AND NOISE TO THE STRUCTURE. PROVIDE VIBRATION ISOLATION PER ASHRAE STANDARDS.
7. HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS ARE DESIGN ON THE FOLLOWING CONDITIONS:
WINTER: INSIDE TEMP 72°F DB, OUTSIDE TEMP 0°F DB @ 15 MPH WIND
SUMMER: INSIDE TEMP 78°F DB & 50% RELATIVE HUMIDITY (MAXIMUM)
OUTSIDE TEMP 98°F DB & 74°F WB
8. THE HVAC CONTRACTOR SHALL OBTAIN OTHER TRADES DRAWINGS AND COORDINATE HIS WORK WITH THE TOTAL PROJECT AS IT RELATES TO ALL TRADES AND AT THE JOB SITE BEFORE HE SUBMITS HIS BID TO FAMILIARIZE HIMSELF WITH WORK AND THAT OF OTHER TRADES, AND FOR ANY APPLICABLE VIOLATIONS OF LOCAL, OR STATE CODES, LAWS, ORDINANCES, AND REGULATIONS. IF ANY INTERFERENCES OR VIOLATIONS APPEAR AND DEPARTURE FROM THE DESIGN INTENT OF THE CONTRACT DOCUMENTS IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER BEFORE ENTERING INTO CONTRACT WITH THE OWNER. FAILURE TO PROVIDE THE OWNER WITH AFORESAID NOTIFICATION WILL RESULT IN THE CONTRACTOR BEING HELD RESPONSIBLE TO COMPLETE ALL WORK TO MEET THE INTENT OF THE CONTRACT DOCUMENTS WITH NO ADDITIONAL EXPENSE (EXCEPT AS INCURRED BY THE OWNER).
9. SHEET METAL RUN-OUTS AND FLEX DUCT CONNECTIONS TO AIR DISTRIBUTION DEVICES SHALL BE THE SAME SIZE AS THE DEVICE NECK UNLESS OTHERWISE NOTED.
10. DUCTS CONNECTING TO HVAC EQUIPMENT SHALL BE THE SAME SIZE AS EQUIPMENT DUCT CONNECTIONS UNLESS OTHERWISE NOTED.

11. THE HVAC CONTRACTOR SHALL COORDINATE ELECTRICAL CHARACTERISTICS OF HIS EQUIPMENT WITH THE ELECTRICAL CONTRACTOR. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL CHARACTERISTICS OF EQUIPMENT TO BE FURNISHED BY HVAC CONTRACTOR.
12. AIR DISTRIBUTION DEVICES LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. THE HVAC CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL AIR DISTRIBUTION DEVICES WITH ARCHITECTURAL REFLECTED CEILING PLANS AND/OR ELECTRICAL PLANS BEFORE INSTALLATION. VERIFY INTERFERENCES AND BRANCHED LOCATIONS SHALL. UNLESS OTHERWISE NOTED, TAKE PRECEDENCE OVER AN AIR DISTRIBUTION DEVICE LOCATION.
13. THE HVAC CONTRACTOR SHALL SUBMIT EQUIPMENT SHOP DRAWINGS TO THE OWNER FOR APPROVAL BEFORE INSTALLATION OF ANY OF THE FOLLOWING HVAC EQUIPMENT:
A. AIR COOLERS WITH
B. ROOF EXHAUST FANS
C. AIR DISTRIBUTION DEVICES

APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE HVAC CONTRACTOR OF HIS RESPONSIBILITY TO COMPLY TO THE CONTRACT DOCUMENTS.
APPROVAL OF SHOP DRAWINGS IS INTENDED FOR GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS ONLY. ANY EQUIPMENT THAT IS INSTALLED THAT WILL INVOLVE THE WORK OF THE OTHER TRADES SHALL BE COORDINATED WITH THOSE TRADES. REFER TO OTHER TRADE DRAWINGS.

14. FURNISH AND INSTALL ACCESS DOORS FOR ALL DAMPERS AND OTHER AIR DISTRIBUTION BALANCING DEVICES THAT ARE LOCATED ABOVE NON-ACCESSIBLE CEILING OR IN WALLS.

15. THE HVAC CONTRACTOR SHALL GUARANTEE ALL WORK INSTALLED UNDER HIS CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIAL FOR A PERIOD OF ONE YEAR AFTER THE ACCEPTANCE OF THE BUILDING BY THE OWNER. AND SHOULD DEFECTS OCCUR WITHIN THIS PERIOD, REPAIR AND/OR REPLACE ITEMS AT NO EXPENSE TO THE OWNER.

16. THE HVAC CONTRACTOR SHALL COORDINATE LOCATIONS OF HIS EQUIPMENT AND WORK WITH OTHER BUILDING TRADES TO AVOID ANY INTERFERENCES BETWEEN HIS WORK AND THE WORK OF OTHER TRADES.

17. ANY CUTTING AND PATCHING THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE HVAC SYSTEM SHALL BE DONE AND REPAIRED BY THE HVAC CONTRACTOR. NO CUTTING OF THE STRUCTURAL SYSTEM SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE OWNER BEING PREVIOUSLY OBTAINED.

DUCT TYPE SMOKE DETECTOR

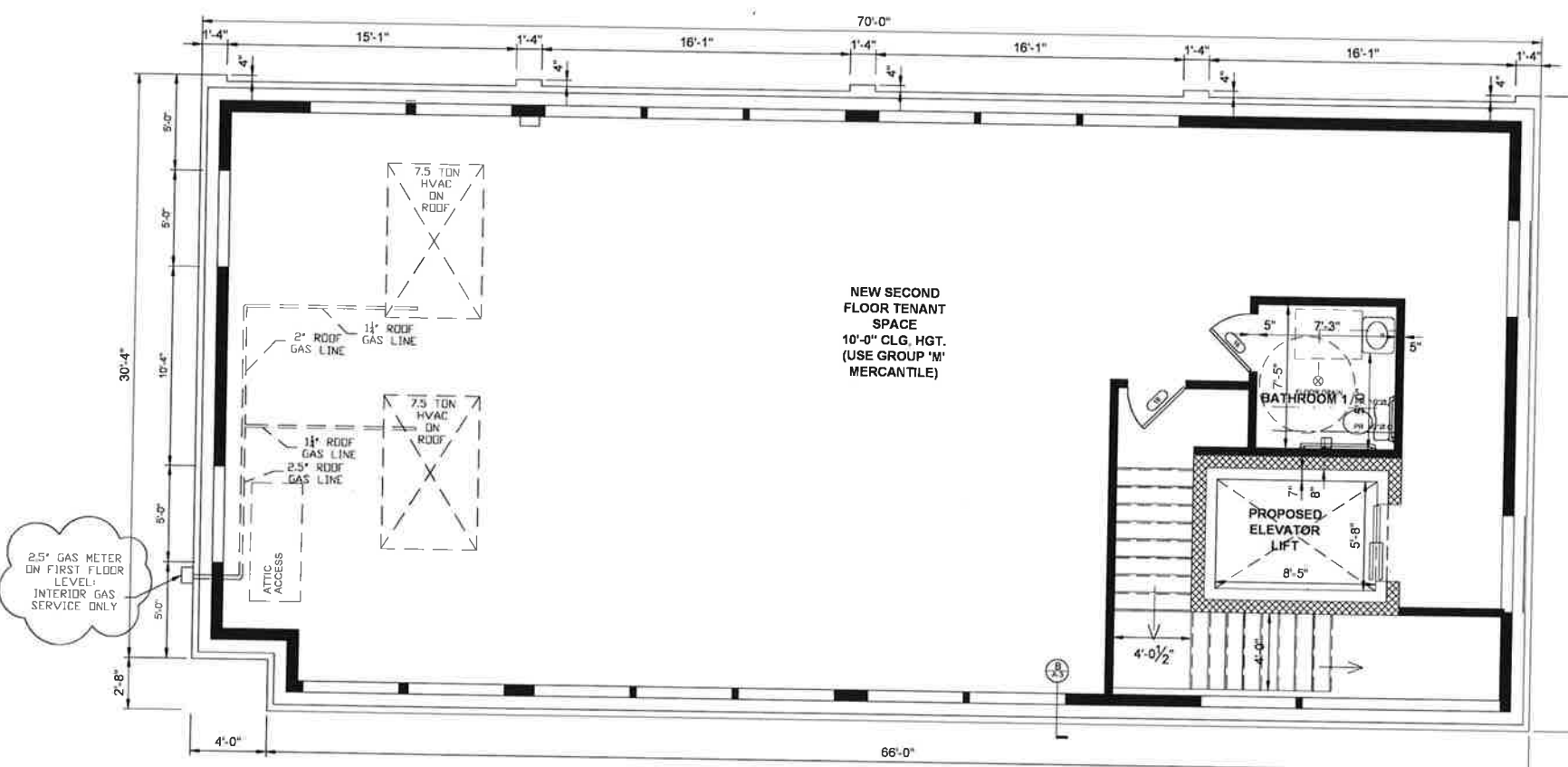
FURNISH AND INSTALL WHERE SHOWN ON THE DRAWINGS A TWO-WIRE, DC OPERATION ADDRESSABLE DETECTOR, BIMP-LX MODEL NO. 408B. THIS DETECTOR IS A PHOTOELECTRIC SMOKE HEAD AND SAMPLING TUBE. THE DETECTOR SHALL BE LISTED FOR COMPATIBILITY WITH THE FIRE ALARM CONTROL PANEL AND SHALL OBTAIN ITS OPERATING POWER FROM THE ALARM INITIATING CIRCUIT. DETECTORS SHALL OPERATE ON THE LIGHT-SCATTERING PHOTO DIODE PRINCIPLE TO MINIMIZE MISALARM. DETECTORS SHALL HAVE AN INHERENT SCREEN AND BE DESIGNED TO CHOPRE INVISIBLE ABSORBING PARTICLES OF SMOKE DENSITIES THAT ARE BELOW THE FACTORY-SET ALARM POINT. NO RADIOACTIVE MATERIAL SHALL BE USED. REMOVAL OF THE DETECTOR HEAD SHALL INTERRUPT THE SUPERVISORY CIRCUIT AND ACTIVATE A TROUBLE SIGNAL AT THE CONTROL PANEL.

HVAC SCHEDULE		
NAME	SIZE	WEIGHT
HVAC#1	7.5 TON	1000 LB MAX.
HVAC#2	7.5 TON	1000 LB MAX.

(2) UNITS: BRYANT HEATING AND COOLING ROOFTOPS 7.5 TON MODEL # 880E08D180A2A0AD WITH FACTORY INSTALLED PERFECT HUMIDITY ADAPTIVE DEHUMIDIFICATION SYSTEM

AIR BALANCE SCHEDULE						
UNIT	OUTSIDE AIR FLOW (CFM)	RETURN AIR FLOW (CFM)	RELIEF DAMPERS (CFM) AIR BEAMS	SUPPLY AIR FLOW (CFM)	EXHAUST AIR FLOW (CFM)	BUILDING PRESSURE
HVAC 1	-1000	-3000	3000	2950	0	150
HVAC 2	-1000	-3000	3000	2925	0	75
EF1					75	-75
EF2					75	-75
EF3					75	-75
TOTALS	-3000	-9000	9000	5775	225	0

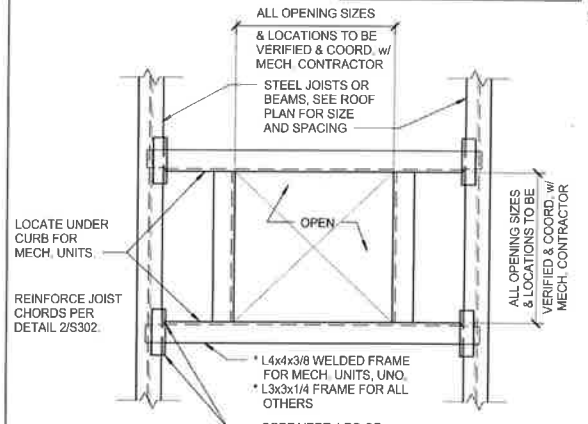
RESULTING BUILDING PRESSURIZATION (0) CFM
OVERALL BUILDING PRESSURIZATION SHALL BE APPROXIMATELY EQUALIZED



NEW SECOND FLOOR TENANT SPACE
10'-0" CLG. HGT. (USE GROUP 'M' MERCANTILE)

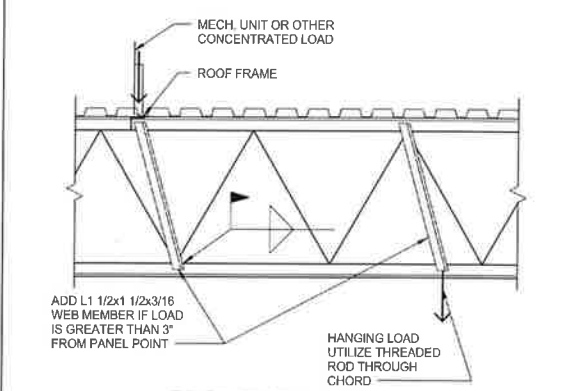
2.5" GAS METER ON FIRST FLOOR LEVEL. INTERIOR GAS SERVICE ONLY

PROPOSED SECOND FLOOR PLAN - TBD
SCALE 1/4" = 1'-0"



TYPICAL ROOF OPENING SECTION

SCALE: 3/4" = 1'-0"



TYPICAL CONCENTRATED LOAD ON JOIST DETAIL

PROVIDE WHENEVER LOAD EXCEEDS 300 POUNDS

SECTION 2
SCALE: 3/4" = 1'-0"

GAS METER TO BE LOCATED ON REAR (WEST) WALL AND PIPED UP TO ROOF WITH 2.5" LINE

Carel MC MultiZone Adiabatic Humidifier System

	70 - 75	21 - 24	55 - 65
Tobacco			
Cigar and Cigarette Making	70 - 75	21 - 24	55 - 65
Softening	90	32	85 - 88
Stemming and Stripping	75 - 85	24 - 29	70 - 75
Filter Tobacco Casing and Conditioning	75	24	75
Filter Tobacco Storage and Preparation	78	26	70
Wrapper Tobacco Storage and Conditioning	75	24	75

Specifications:
 Max. multi-turbulation capacity: 60 kg/h (231 kg/h)
 Power supply: 230 Vac, single-phase, 50/60 Hz, 110 Vac, single-phase, 60 Hz
 Operating conditions: 15°C - 35°C, 50-95% RH
 Ingress protection: IP42
 Water leakage: none
 Connections: 1/2" G, 1/2" G
 Temperature limits: 1150 °C
 Water pressure limits: 2 to 7 bars
 Total hardness: 0.3 to 420 ppm CaCO3
 Conductivity limits: 0 to 1200 µS/cm
 Air flow: 1000 l/min (at 1000 ft/min) 1/2" G, 1/2" G
 Temperature limits: 1150 °C
 Air pressure limits: 1 to 7 bars
 Pressure at pressure: 0 to 10 bars
 Nozzle diameter: 0.8 mm (0.031")
 Nozzle capacity: 0.2 l/min (0.075) G.P. 1.5 - 5.4 - 6.6 - 10 kg/h
 Nozzle: Network connection: Modbus (ON TCP/IP, SNMP (with optional card))
 Cabinet dimensions: 1.1 x 0.4 x 0.65 m (42 x 16 x 26 in.)

* Duct Mounted System

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CLIENT: NINO CUTRARO
585-202-3942
PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON
DATE: 08-26-2019
SCALE: VARIES

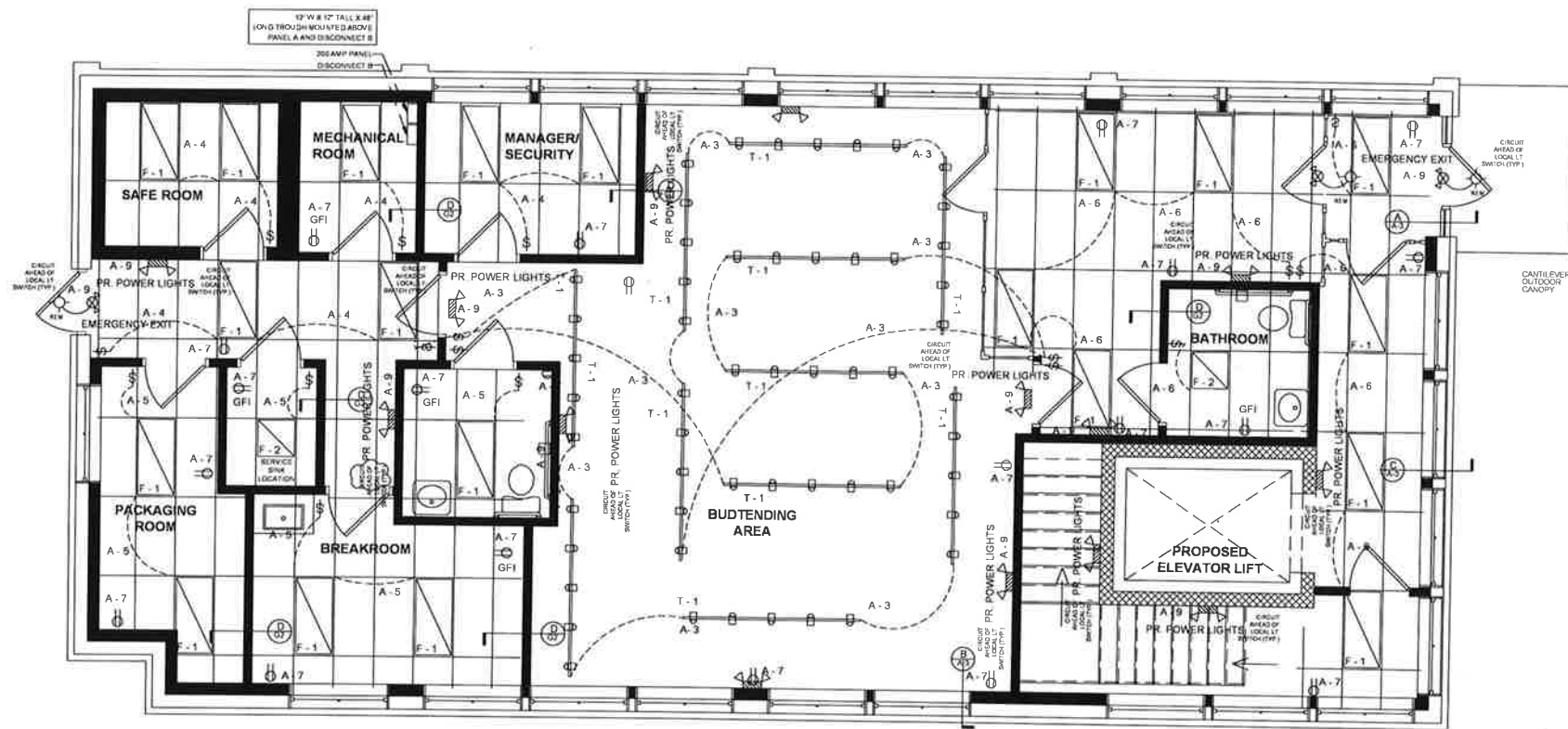
MECHANICAL PLAN
DISPENSARY



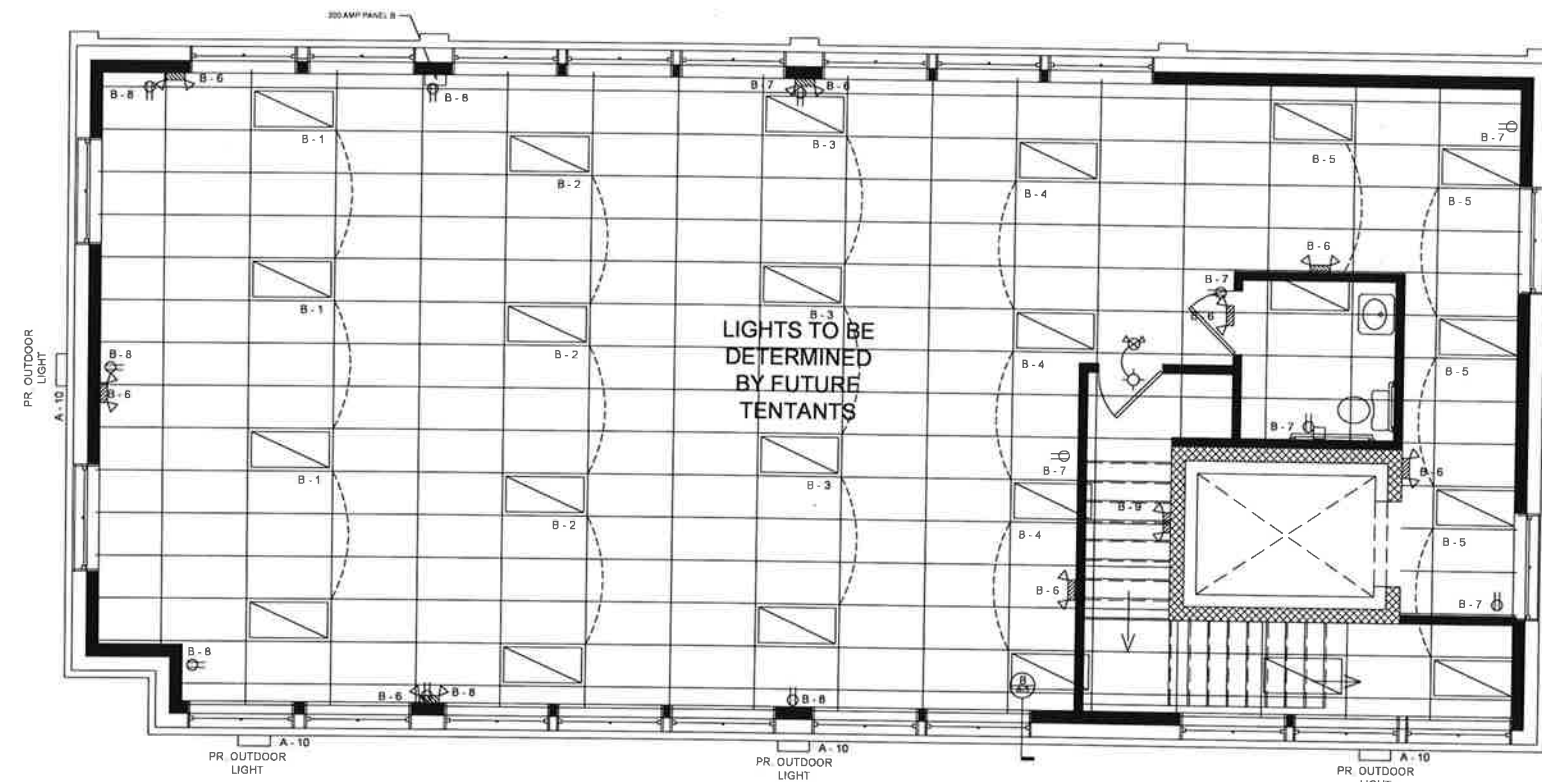
Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.

SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 59276
Job No. 19087



PROPOSED FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN-- TBD
SCALE 1/4" = 1'-0"

22 POSITION, SURFACE MOUNTED PANEL "A" 200 AMP MAIN BREAKER
VOLTAGE 120/208V 3 4W

CKT. #	CB	LOAD SERVED	LOAD KW						LOAD SERVED	CB	CKT. #
			A	B	C	C	B	A			
1	20/1	LIGHTING	1.5						LIGHTING	20/1	2
3	20/1	LIGHTING		1.5					LIGHTING	20/1	4
5	20/1	LIGHTING			1.5			0.5	LIGHTING	20/1	6
7	20/1	RECEPTACLES	1.3						RECEPTACLES	20/1	8
9	20/1	EM. LIGHTS						1.5	RECEPTACLES	20/1	8
11	20/1	BUILDING SIGN	1.5						EXTERIOR LIGHTS	20/1	10
13	20/1	SPARE						2.4	ELEVATOR	20/3	12
15	20/3	HVAC	1.83					2.4			14
17	20/3	HVAC		1.83				0.05	HUMIDIFIER	20/1	18
19	20/1	HVAC			1.83				SPARE		20
21	20/1	SPARE							SPARE		22
23	20/1	SPARE							SPARE	20/1	24
25	20/1	SPARE							SPARE	20/1	26
27	20/1	SPARE							SPARE	20/1	28
29	20/1	SPARE							SPARE	20/1	30
31	20/1	SPARE							SPARE	20/1	32
			6.13	2.33	2.33	5.2	5.4	2.9			

TOTAL CONNECTED LOAD: 24.29 KW X 1000 / 360 = 67.47 AMPS
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH

FIRST FL. LIGHT FIXTURE SCHEDULE

TAG	MANUFACTURER	TYPE OF FIXTURE	LAMPS	COUNT
F-1	LITHONIA	2X4 LAY-IN	2-40W	22
F-2	LITHONIA	2X2 LAY-IN	2-36W	2
T-1	LITHONIA	TRACK LIGHTS	5-50W	11
EM-1	LITHONIA	LED EMERGENCY LIGHT	2-2W	21
X-1	LITHONIA	LED EXIT LIGHT	1-1W	3

OWNER TO VERIFY
LIGHTING CONTROLS PER ASHRAE 90.1.2013
GENERAL CONTRACTOR TO PROVIDE TEMPORARY LIGHTING TO MEET CODE REQUIRED MINIMUM FOR LIFE SAFETY UNTIL TENANT IMPROVEMENT HAVE BEEN COMPLETE.

22 POSITION, SURFACE MOUNTED PANEL "B" 200 AMP MAIN BREAKER
VOLTAGE 120/208V 3 4W

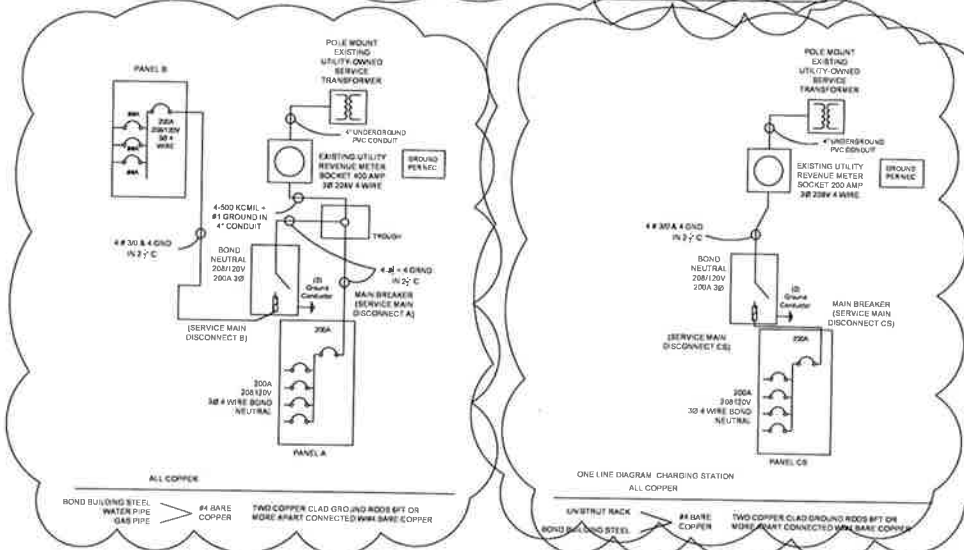
CKT. #	CB	LOAD SERVED	LOAD KW						LOAD SERVED	CB	CKT. #
			A	B	C	C	B	A			
1	20/1	LIGHTING	1.5						LIGHTING	20/1	2
3	20/1	LIGHTING		1.5					LIGHTING	20/1	4
5	20/1	LIGHTING			1.5			0.5	EM. / EXIT LIGHTS	20/1	6
7	20/1	RECEPTACLES	1.3						RECEPTACLES	20/1	8
9	20/1	SPARE							SPARE	20/1	10
11	20/3	HVAC			1.83				SPARE	20/1	12
13	20/3	HVAC	1.83						SPARE	20/1	14
15	20/1	HVAC		1.83					SPARE	20/1	16
17	20/1	SPARE							SPARE	20/1	18
19	20/1	SPARE							SPARE	20/1	20
21	20/1	SPARE							SPARE	20/1	22
23	20/1	SPARE							SPARE	20/1	24
25	20/1	SPARE							SPARE	20/1	26
27	20/1	SPARE							SPARE	20/1	28
29	20/1	SPARE							SPARE	20/1	30
31	20/1	SPARE							SPARE	20/1	32
			4.63	3.33	3.33	2.8	1.5	0.5			

TOTAL CONNECTED LOAD: 16.09 KW X 1000 / 360 = 44.69 AMPS
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH

INSTALL ILLUMINATED EXIT SIGNS OVER EXIT DOORS, DIRECTIONAL EXIT SIGNS MAY ALSO BE REQUIRED TO PROPERLY IDENTIFY THE PATHWAY LEADING TO THE EXIT ITSELF.

PROVIDE LOCK ON DEVICES ON ALL CIRCUIT BREAKERS PROTECTING EMERGENCY LIGHT AND EXIT LIGHT CIRCUITS.

CHARGING STATION SERVICE TO BE SEPARATE METER FROM LIGHT POLE SERVICE BUT MOUNTED IN SIMILAR ENCLOSURE AT SAME LOCATION.



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CLIENT: NINO CUTRARO 586-202-3942
PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON
DATE: 08-26-2019
SCALE: VARIES

ELECTRICAL PLAN
DISPENSARY



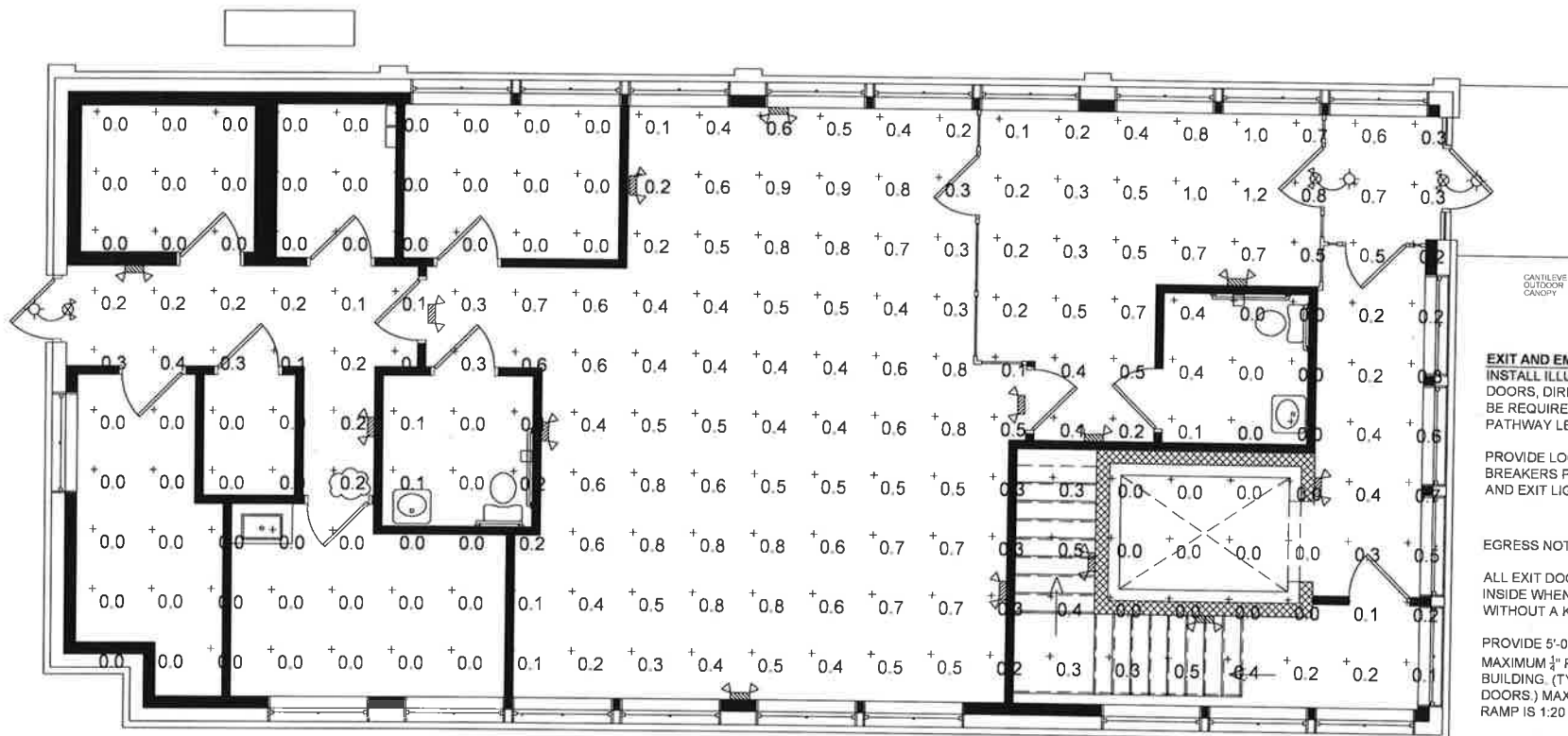
3 WORKING DAYS BEFORE YOU CAN CALL MISS DIG 1-800-488-1111 TO FIND OUT THE LOCATION OF UNDERGROUND UTILITIES

Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

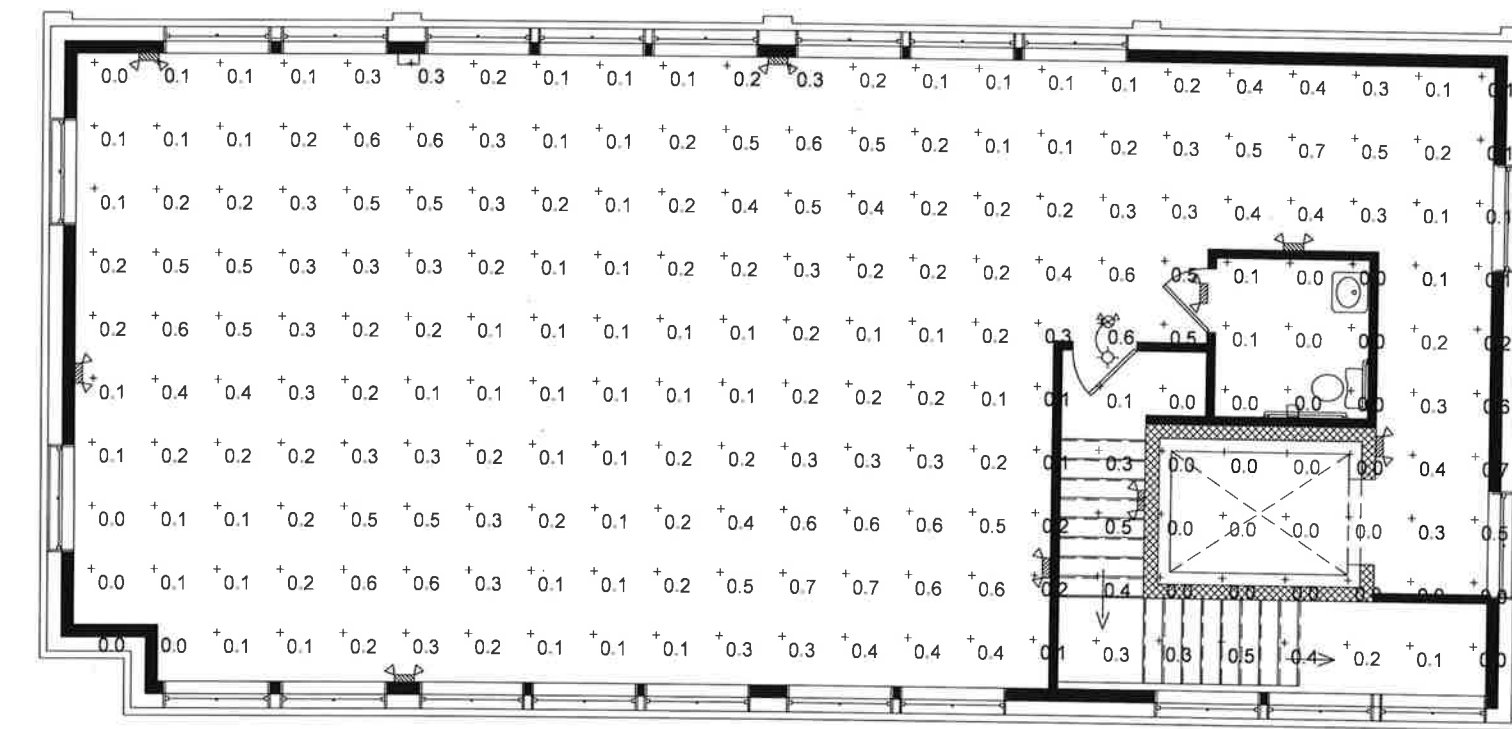
Revisions:	Date	By
Per Client	2019-11-22	M.M.
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Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SI-MONE B. MAURO, P.E. - No. 30562
GIOVANNI B. MAURO, P.E. - No. 58278
Job No. 19087



PROPOSED FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN- TBD
SCALE 1/4" = 1'-0"

EXIT AND EMERGENCY LIGHTING NOTES:
INSTALL ILLUMINATED EXIT SIGNS OVER EXIT DOORS, DIRECTIONAL EXIT SIGNS MAY ALSO BE REQUIRED TO PROPERLY IDENTIFY THE PATHWAY LEADING TO THE EXIT ITSELF.

PROVIDE LOCK ON DEVICES ON ALL CIRCUIT BREAKERS PROTECTING EMERGENCY LIGHT AND EXIT LIGHT CIRCUITS.

EGRESS NOTES:
ALL EXIT DOORS MUST BE OPERABLE FROM INSIDE WHEN LOCKED IN ONE MOTION WITHOUT A KEY.

PROVIDE 5'-0" X 6'-0" CLEAR AREA WITH MAXIMUM 1/4" PER FOOT SLOPE AWAY FROM BUILDING. (TYPICAL ALL ALL EGRESS DOORS.) MAXIMUM SLOP ON SIDEWALK RAMP IS 1:20 AND MINIMUM WIDTH IS 5'-0".

FRONT APPROACHES TO PUSH SIDE OF SWINGING DOORS, EQUIPPED WITH A CLOSURE AND LATCH, SHALL HAVE MANEUVERING SPACE THAT EXTENDS 12" X 48" BEYOND THE LATCH SIDE OF THE DOOR.

22 POSITION, SURFACE MOUNTED		PANEL "A"		200 AMP MAIN BREAKER								
		VOLTAGE 120/208V 3 4W										
CKT. #	Ø	LOAD SERVED	LOAD KW						LOAD SERVED	Ø	CKT. #	
			A	B	C	C	B	A				
1	20/1	LIGHTING	1.5			1.5				LIGHTING	20/1	2
3	20/1	LIGHTING		1.5				1.5		LIGHTING	20/1	4
5	20/1	LIGHTING			1.5				0.5	LIGHTING	20/1	6
7	20/1	RECEPTACLES	1.3			1.3				RECEPTACLES	20/1	8
9	20/1	EM. LIGHTS						1.5		EXTERIOR LIGHTS	20/1	10
11	20/1	BUILDING SIGN	1.5						2.4			12
13	20/1	SPARE						2.4		ELEVATOR	20/3	14
15		HVAC	1.83									16
17	20/3	HVAC		1.83					0.05	HUMIDIFIER	20/1	18
19		HVAC			1.83					SPARE		20
21	20/1	SPARE								SPARE		22
23	20/1	SPARE								SPARE	20/1	24
25	20/1	SPARE								SPARE	20/1	26
27	20/1	SPARE								SPARE	20/1	28
29	20/1	SPARE								SPARE	20/1	30
31	20/1	SPARE								SPARE	20/1	32
			6.13	2.33	2.33	5.2	5.4	2.9				

TOTAL CONNECTED LOAD: 24.29 KW X 1000 / 360 = 67.47 AMPS
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH

FIRST FL. LIGHT FIXTURE SCHEDULE				
TAG	MANUFACTURER	TYPE OF FIXTURE	LAMPS	COUNT
F-1	LITHONIA	2X4 LAY-IN	2-40W	22
F-2	LITHONIA	2X2 LAY-IN	2-36W	2
T-1	LITHONIA	TRACK LIGHTS	5-SOW	11
EM-1	LITHONIA	LED EMERGENCY LIGHT	2-2W	21
X-1	LITHONIA	LED EXIT LIGHT	1-1W	3

OWNER TO VERIFY
LIGHTING CONTROLS PER ASHRAE 90.1, 2013
GENERAL CONTRACTOR TO PROVIDE TEMPORARY LIGHTING TO MEET CODE REQUIRED. MINIMUM FOR LIFE SAFETY UNTIL TENANT IMPROVEMENT HAVE BEEN COMPLETE.

22 POSITION, SURFACE MOUNTED		PANEL "B"		200 AMP MAIN BREAKER								
		VOLTAGE 120/208V 3 4W										
CKT. #	Ø	LOAD SERVED	LOAD KW						LOAD SERVED	Ø	CKT. #	
			A	B	C	C	B	A				
1	20/1	LIGHTING	1.5			1.5				LIGHTING	20/1	2
3	20/1	LIGHTING		1.5				1.5		LIGHTING	20/1	4
5	20/1	LIGHTING			1.5				0.5	EM / EXIT LIGHTS	20/1	6
7	20/1	RECEPTACLES	1.3			1.3				RECEPTACLES	20/1	8
9	20/1	SPARE								SPARE	20/1	10
11		HVAC			1.83					SPARE	20/1	12
13	20/3	HVAC	1.83							SPARE	20/1	14
15		HVAC		1.83						SPARE	20/1	16
17	20/1	SPARE								SPARE	20/1	18
19	20/1	SPARE								SPARE	20/1	20
21	20/1	SPARE								SPARE	20/1	22
23	20/1	SPARE								SPARE	20/1	24
25	20/1	SPARE								SPARE	20/1	26
27	20/1	SPARE								SPARE	20/1	28
29	20/1	SPARE								SPARE	20/1	30
31	20/1	SPARE								SPARE	20/1	32
			4.63	3.33	3.33	2.8	1.5	0.5				

TOTAL CONNECTED LOAD: 16.09 KW X 1000 / 360 = 44.69 AMPS
CIRCUIT ALL POWER LIGHTS AHEAD OF SWITCH

Q23225NS
PowerPact Q Breaker Enclosure, 2P, 3P, Type 1, Surface Mount, 100-225A, UL



QDL32200
PowerPact Q - molded case circuit breaker - 3-pole - 25 kA - 240 V - 200 A



UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO 586-202-3942
PROJECT LOCATION: 116 N. COLUMBUS ST. JACKSON
DATE: 08-26-2019
SCALE: VARIES

ELECTRICAL PLAN
DISPENSARY

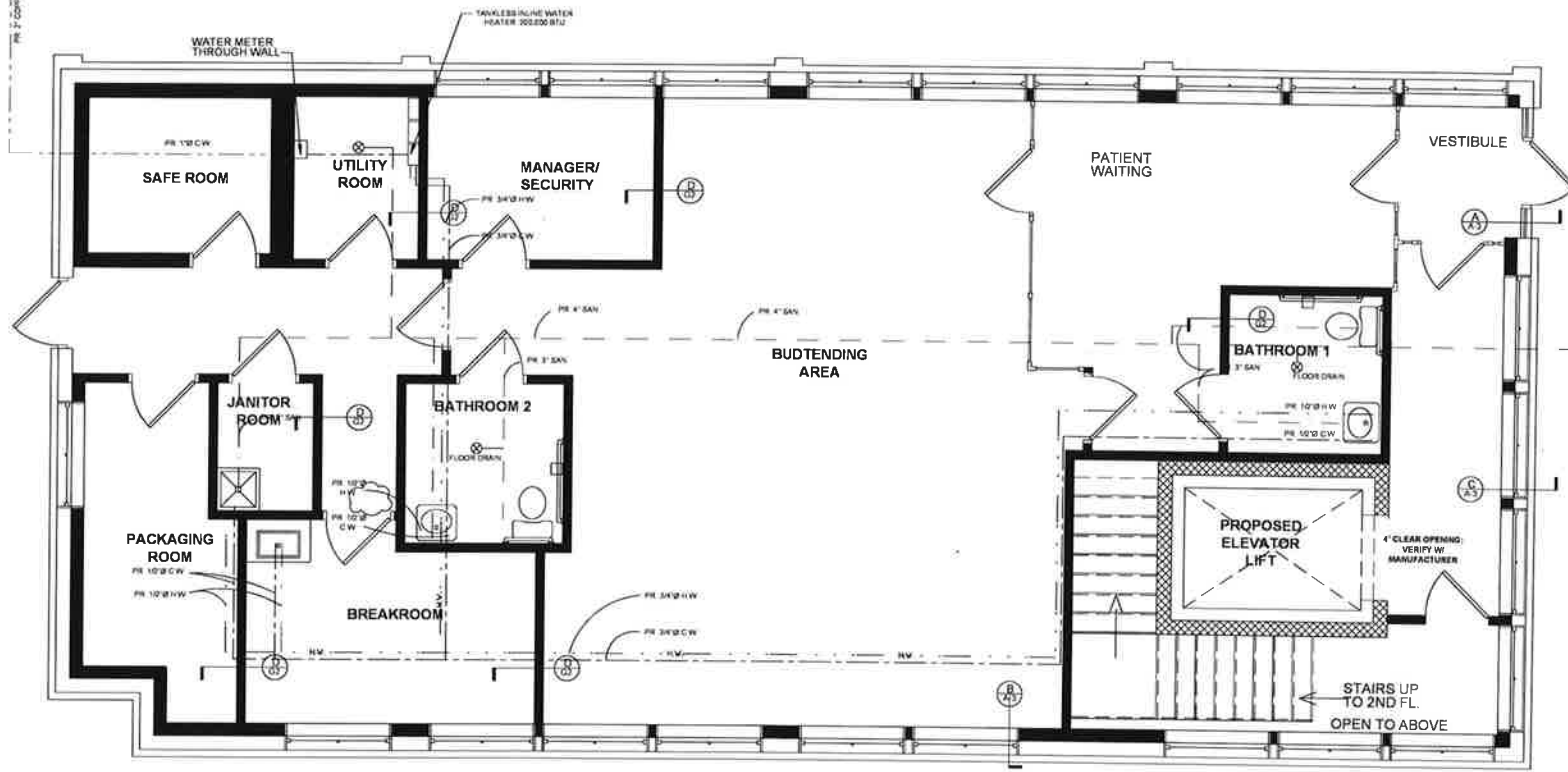


Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

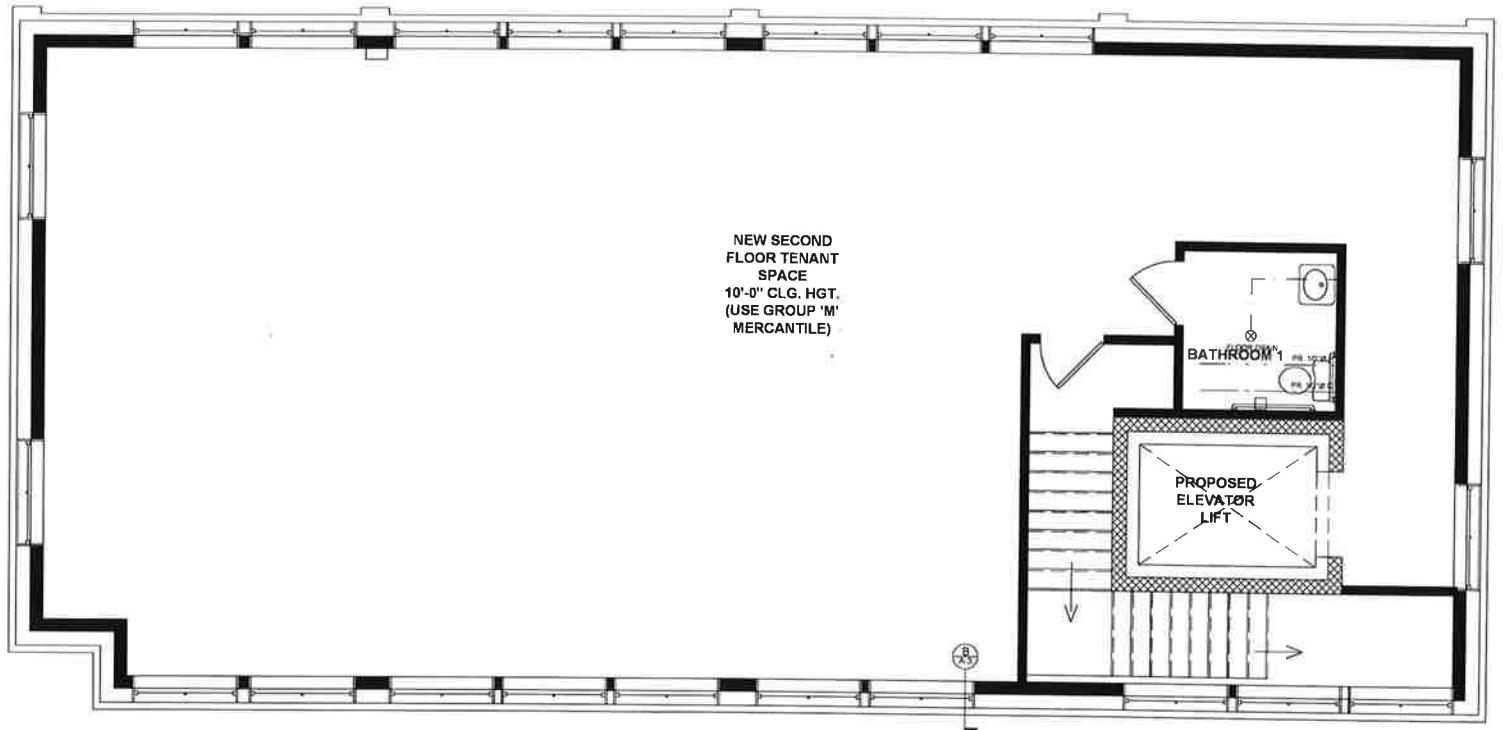
Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58278
Job No. 19087



PROPOSED FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



PROPOSED SECOND FLOOR PLAN - TBD
SCALE 1/4" = 1'-0"

LEGEND

- PR. SANITARY
- PR. HOT WATER
- PR. COLD WATER
- EX. COPPER LINE
- EX. GAS

WORK TO BE DONE IN ACCORDANCE TO 2018 MPC

NOTES:
FURNISH ALL LABOR EQUIPMENT AND MATERIALS TO PROVIDE A COMPLETE SYSTEM OF PLUMBING, SEWERS, WATER PIPING, ECT. ALL PLUMBING MATERIALS AND WORKMANSHIP SHALL CONFORM TO ALL STATE AND LOCAL CODES.

ALL PIPING IS SHOWN DIAGRAMMATICALLY ONLY. EXACT LOCATION WILL BE DETERMINED AT THE JOB SITE.

PITCH ALL DRAIN LINES 2" OR LESS MINIMUM 1/8" PER FOOT.
PITCH ALL DRAIN LINES 2" TO 6" MINIMUM 1/8" PER FOOT.

ALL PLUMBING SHALL BE CONCEALED UNLESS OTHERWISE NOTED.

ALL ELEVATIONS SHALL BE VERIFIED AT THE JOB SITE.

ALL WATER PIPING SHALL BE INSTALLED WITH A PITCH TO THE DRAINS. PLUMBING CONTRACTOR SHALL PROVIDE DRAINOFFS AT ALL LOW POINTS. WATER PIPING SHALL BE GALVANIZED IRON OR TYPE "L" ABOVE GRADE AND TYPE "K" BELOW GRADE COPPER WITH SLOTTED JOINTS.

PROVIDE ALL REQUIRED SHUT-OFF VALVES, UNIONS AND FITTINGS.

HOT AND/OR COLD WATER DROPS TO 2 OR MORE FIXTURES SHALL RUN FULL SIZE TO AIR CHAMBERS BEYOND THE FURTHEST FIXTURE BRANCH FROM DROPS. PROVIDE 12" AIR CHAMBERS AT ALL FIXTURES.

ALL HOT AND COLD WATER PIPING TO BE INSULATED, WRAP DOMESTIC COLD WATER WITH ANTI-SWEAT TAPE.

ALL PLUMBING AND SEWER TRENCHING, BACKFILLING AND SPECIAL CUTTING SHALL BE BY THIS CONTRACTOR. INTERIOR TRENCHED SHALL BE BACKFILLED WITH SAND. EXTERIOR TRENCHES, WHEN COMPLETED SHALL HAVE THE SAME LOAD BEARING CAPACITY AS ADJACENT GRADES.

ALL WATER AND SOIL PIPING SHALL BE GALVANIZED OR CAST IRON WHERE SUSPENDED, CAST IRON WHERE UNDERGROUND (PVC ACCEPTABLE WHERE CODE PERMITS). VITRIFIED CLAY PIPE 5'-0" FROM BUILDING.

ALL PIPING ABOVE CEILING TO BE NON-COMBUSTIBLE MATERIAL.

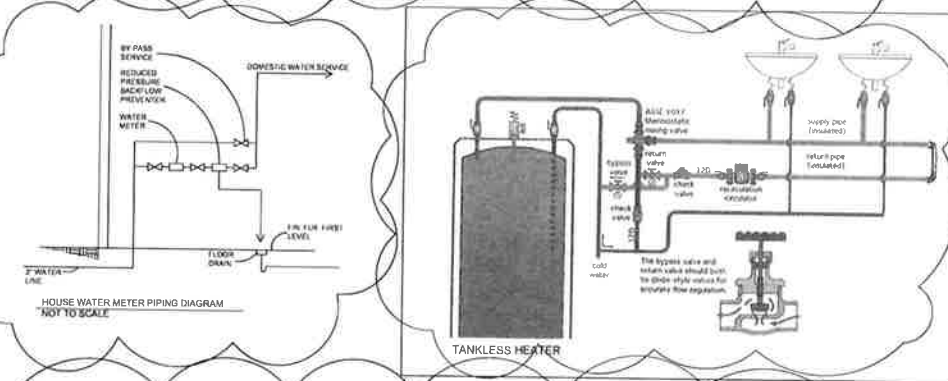
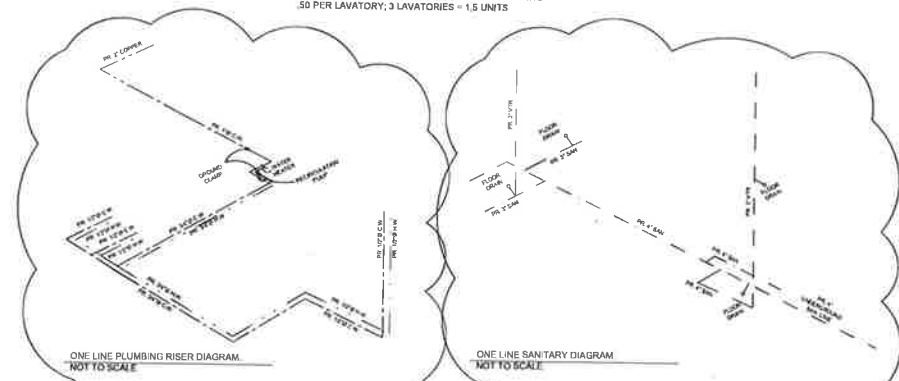
THIS CONTRACTOR SHALL GUARANTEE THAT ALL THE EQUIPMENT, MATERIALS AND WORKMANSHIP SHALL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE.

PLUMBING FACILITIES:
UNSEX: 3 WATER CLOSETS
3 LAVATORIES
1 SERVICE SINK

DRAINAGE FIXTURE UNITS:
4 PER WATER CLOSURE; 3 WATER CLOSURES = 12 UNITS
1 PER LAVATORY; 3 LAVATORIES = 3 UNITS
2 PER FLOOR DRAIN; 3 FLOOR DRAINS = 6 UNITS

WATER SUPPLY FIXTURE UNITS:
6 PER WATER CLOSURE; 3 WATER CLOSURES = 18 UNITS
50 PER LAVATORY; 3 LAVATORIES = 15 UNITS

EX. 4" UNDERGROUND SANITARY LINE
VERIFY LOCATION IN FIELD



BRAND	SKU	CIRCULATOR PUMP	MAX. PRESSURE	CONNECTION
BELL & GOSSETT	102213LF	1/6 HP, HV BNF1 BRONZE CIRULATOR PUMP	125 PSI	FLANGED

BRAND	BACKFLOW PREVENTER MODEL	MAX. PRESSURE	CONNECTION TYPE
WATTS	2" LEAD FREE BRONZE RPZ (LF009M2QT)	175 PSI	FEMALE THREADED

WATER HEATER SCHEDULE					
MARK	BTUH	MINIMUM FLOW RATE	VENT	MAKE/MODEL	REMARKS
WH	200,000	0.6 GPM	DIRECT	TAKAGI TK-310U-OWNER VERIFY	WALL MOUNTED

PLUMBING FIXTURE SCHEDULE								
MARK	DESCRIPTION	SorW	Vent	Trap	CW	HW	Quantity	Remarks
WC-1	Water closet: floor mounted siphon jet American standard "moderna" model no. 2305.100 with olsonite#95 open front seat, sloan "optima" flushometer. color by owner	3"	2"	-	1"	-	3	Floor Mounted
FD-1	Floor drain: zum model no. zb-415 floor drain dura coated cast iron body with adjustable collar, type 'b' nicked bronze strainer. provide trap primer connection.	3"	3"	-	-	-	3	Floor Mounted
LAV-1	Lavatory: counter mounted, Kohler "Pennington" model no. K-K-2196 w/American standard "Innsbrook" electronic faucet model no. 6056.202	2"	2"	2"	1/2"	3/2"	3	Counter Mounted
SS-1	Service sink - floor mounted	2"	2"	2"	1/2"	3/2"	1	Floor Mounted

FIXTURES TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF "THE BARRIER-FREE DESIGN REQUIREMENTS OF THE MICHIGAN CONSTRUCTION CODE"

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CLIENT: NINO CUTRARO
586-202-3942

PROJECT LOCATION: 118 N. COLUMBUS ST. JACKSON

DATE: 08-26-2019

SCALE: VARIES

PLUMBING PLAN
DISPENSARY



Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

Revisions:	Date	By
Per Client	2019-11-22	M.M.
Per Client	2019-12-09	M.M.
Per Layout	2019-12-17	M.M.
Per New Layout	2020-01-06	M.M.
Per City	2020-01-10	M.M.
Per City	2020-01-17	M.M.
Per Client	2020-01-20	M.M.
Per Client	2020-01-21	M.M.



SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58276

Job No. 19087

Sheet No. P1 OF P1

118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

Legal Description - Liber 2033, Page 890, Jackson County Records

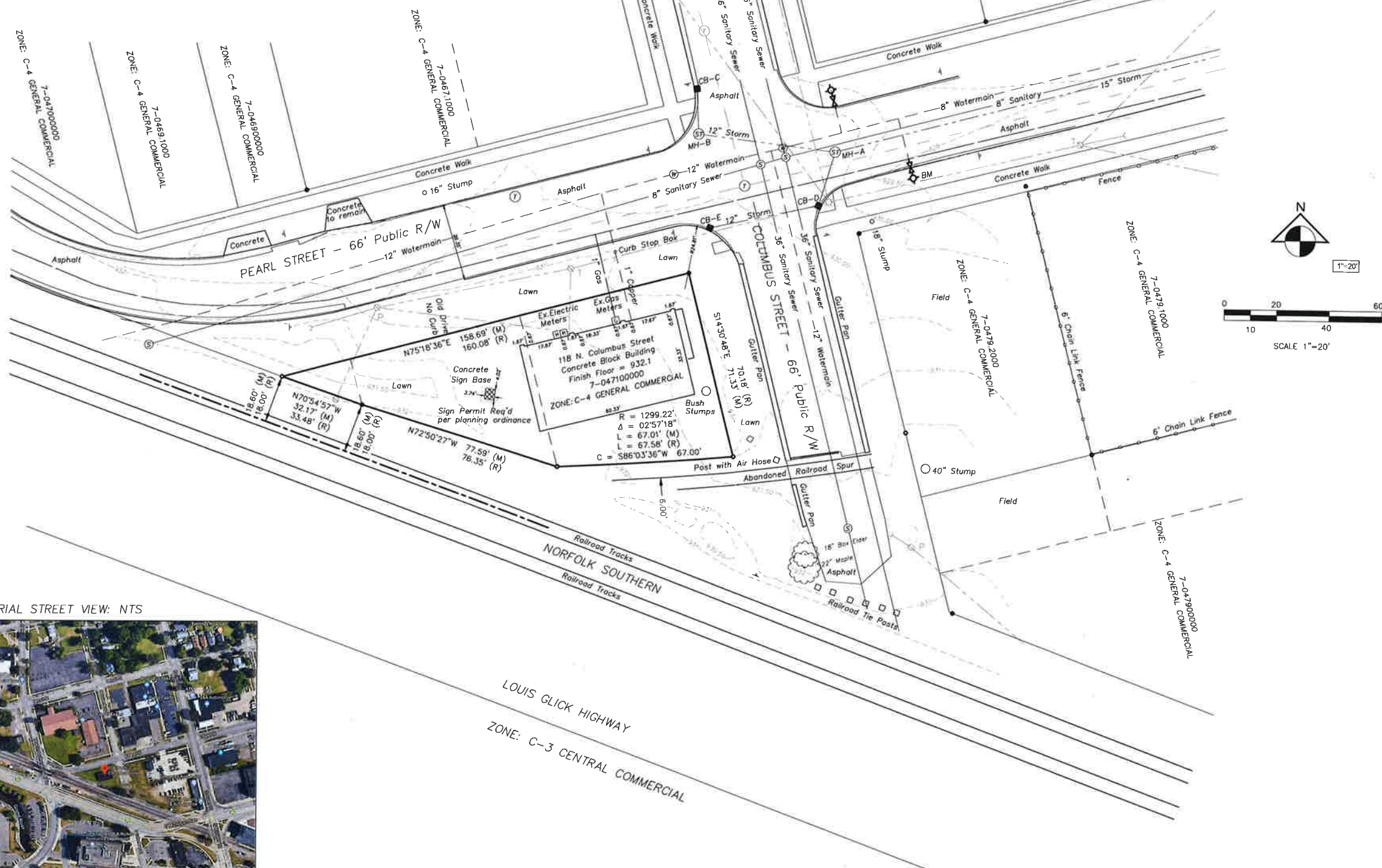
Land in City of Jackson, Jackson County, Michigan described as:

All that certain piece or parcel of land being a part of Lots 2, 3, and 6, Block 26, 1st & 2nd Extension, City of Jackson, Michigan according to the recorded plat thereof, as recorded in Liber 1 of Plans, Page 3, Jackson County Records, more particularly described as follows: Beginning at the intersection of the Southern line of Pearl Street with the most Westerly line of Columbus Street, thence South along the Westerly line of Columbus Street a distance of 76.18 feet, more or less, to a point which is 6 feet, measured at right angles from the area east of the Michigan Central Railroad Company's Northern side track known as its North 7th Track, thence Westerly parallel to and at an equal distance from said track a distance of 57.58 feet, more or less to a point on the Westerly line of Lot 2, Block 26, in said 1st & 2nd Extension, thence North along said Lot 2, Block 26, a distance of 76.35 feet, more or less to a point on the Westerly line of said Lot 3, which is 18 feet North, measured at right angles, from the centerline of the Michigan Central Railroad Company's most Northern track at that point, thence Northwesterly across the Northern part of Lot 6, Block 26 of said 1st Extension, a distance of 31.48 feet, more or less to a point on the Southern line of Pearl Street which is 18 feet, measured at right angles, from the exterior of said most Northern track at that point, thence Easterly along the Southern line of Pearl Street, a distance of 160.08 feet, more or less, to the place of beginning.

PROXIMITY TO SECTION CORNER:
APPROX. 316 FEET WEST, THENCE 441 FEET SOUTH TO
SOUTHWEST QUARTER OF SECTION 35.



LOCATION MAP
NOT TO SCALE

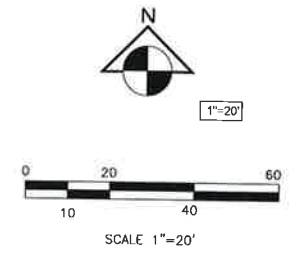


LEGEND

- Found Iron
- ⊕ Set Rebar & Cap "ALS 35998"
- ⊙ Storm Manhole
- ⊙ Catchbasin
- ⊙ Telephone Manhole
- ⊙ Water Manhole
- ⊙ Sanitary Manhole
- Clean Out
- ⊙ Post
- Storm Sewer
- Sanitary Sewer
- Water Main
- Telephone Lines - Underground
- Hydrant
- Valve
- Telephone Pole
- Power Pole
- Light Pole
- Guy Anchor
- Gas Main
- Overhead Utility Lines
- Fence Line

CASTING CHART

Structure	Rim	Inverts
Storm MH-A	929.65	15" ENE - 924.80
		12" WNW - 925.10
		12" SW - 924.84
Storm MH-B	929.84	12" ESE - 926.93
		10" N - 926.86
CB-C	929.54	10" S - 927.04
CB-D	929.45	12" NE - 925.60
		12" WSW - 926.14
CB-E	929.63	12" ENE - 926.53
San. MH-1	930.01	36" N-S - 919.90
San. MH-2	930.13	36" N-S - 914.48
San. MH-3	931.83	36" N-S - 919.58



Benchmark: 931.09 NAVD88
Top of Southeast Flange Bolt of Hydrant on Southeast side of the intersection of Pearl Street and Columbus Street.

ZONING CLASSIFICATION
C-4 GENERAL COMMERCIAL

- DRAWING INDEX**
1. TOPOGRAPHICAL SURVEY
 2. REMOVAL PLAN
 3. SITE PLAN
 4. GRADING & DRAINAGE PLAN
 5. LANDSCAPE PLAN

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO
PROJECT LOCATION: JACKSON, MI
DATE: AUGUST 2019
SCALE: 1"=20'

118 N. COLUMBUS ST.
TOPOGRAPHICAL SURVEY

Mauro Engineering
Development & Building Surveying & Civil Engineering Designers • Planners
4887 HURST ROAD, SUITE 100, JACKSON, MI 48415
PH: (517) 242-2620 FAX: (517) 242-2511
WWW.MAUROENGINEERING.COM

BEFORE YOU DIG CALL MISS DIG

Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

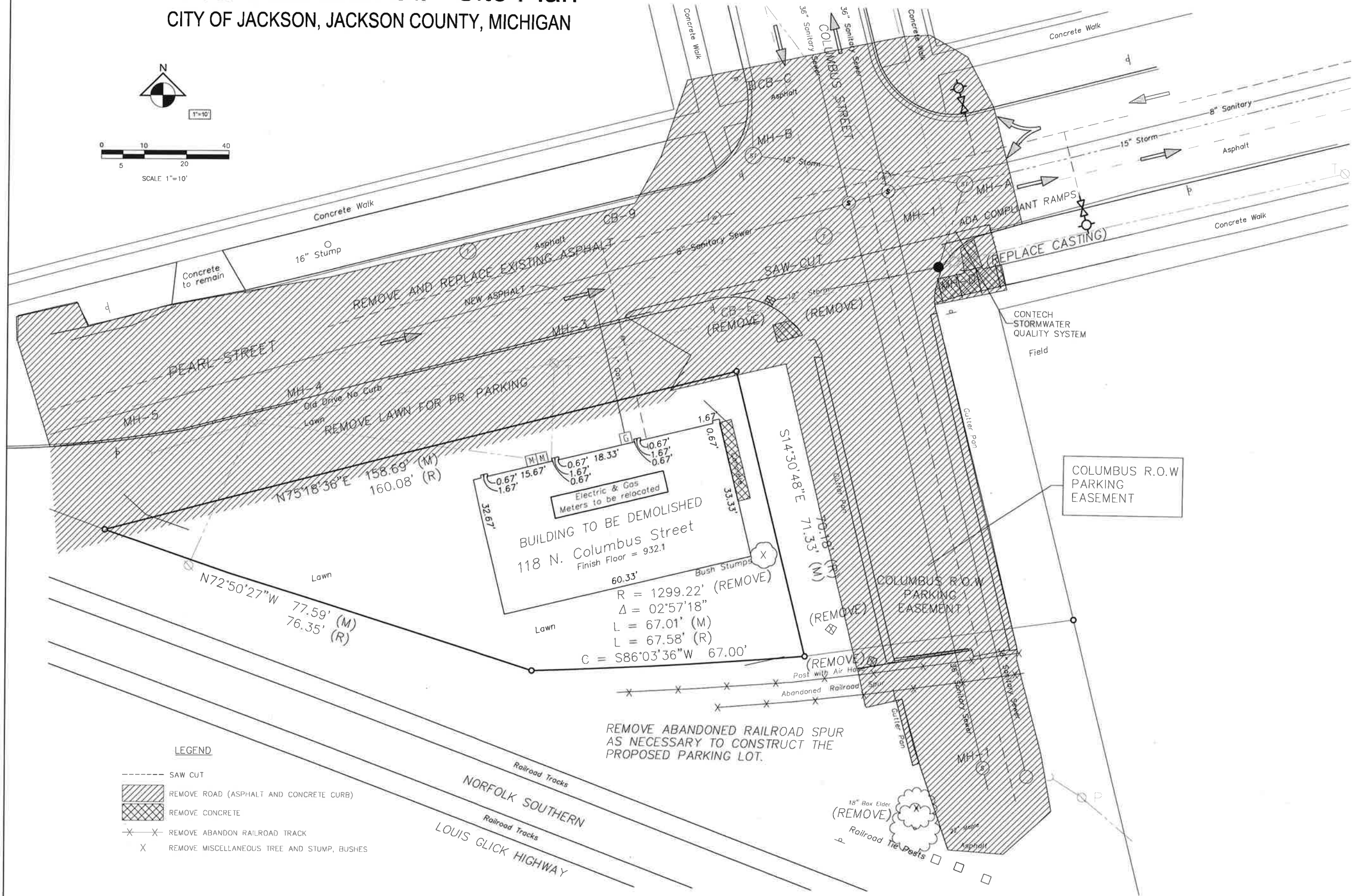
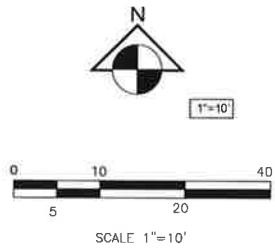
Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-08	A.B.
Per Comments	2020-01-07	A.S./M.
Per Comments	2020-01-17	A.S.G./M.
Revised Details	2020-01-20	A.B.

STATE OF MICHIGAN
SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 58276
Job No. 19-087
Sheet No. C-1 OF C-9



118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN



LEGEND

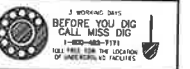
- SAW CUT
- REMOVE ROAD (ASPHALT AND CONCRETE CURB)
- REMOVE CONCRETE
- REMOVE ABANDON RAILROAD TRACK
- REMOVE MISCELLANEOUS TREE AND STUMP, BUSHES

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CLIENT: NINO CUTRARO
 PROJECT LOCATION: JACKSON, MI
 DATE: AUGUST 2019
 SCALE: 1:10

118 N. COLUMBUS ST.
 REMOVAL PLAN

Mauro Engineering
 Development & Building
 Civil Engineers & Landscapers
 4807 JAMES ROAD, SHELBY TOWNSHIP, MI 48315
 TEL: (248) 488-1118
 FAX: (248) 488-1117
 WWW.MAUROENGINEERING.COM



Drawn By: M.M.
 Checked By: S.M.
 Approved By: S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-09	A.S.
Per Comments	2020-01-07	A.S.M.
Per Comments	2020-01-17	A.S.M.
Revised Details	2020-01-20	A.S.



SIMONE B. MAURO, P.E. - No. 30592
 GIOVANNI B. MAURO, P.E. - No. 58278

Job No: 19-087

Sheet No: C-2 OF C-9

118 N. Columbus St. - Site Plan

CITY JACKSON, JACKSON COUNTY, MICHIGAN

PARCEL COVERAGE CALCULATIONS

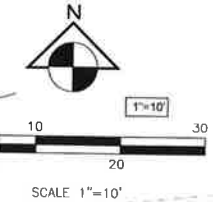
EXISTING = 1,918 SQUARE FOOT BUILDINGS / 7,016 SQUARE FOOT PARCEL = 27.3%
 PROPOSED = 2,418 SQUARE FOOT BUILDINGS / 7,016 SQUARE FOOT PARCEL = 34.5%
 7,016 S.F. OF LAND = 0.161 ACRES

PARKING REQUIREMENTS:

- 1 SPACE PER 150 SQ.FT OF GFA,
- 1 SPACE FOR EACH 2.5 SEATS OF ON-SITE SEATING, AND
- 1 SPACE PER EACH EMPLOYEE BASED ON PEAK SHIFT

MEDICAL MARIHUANA PROVISIONING CENTER = 2,418 S.F. / 150 = 17 SPACES REQUIRED
 ON-SITE SEATING = 10 SEATS - 4 SPACES REQUIRED
 EMPLOYEES @ PEAK SHIFT = 6 - 6 SPACES REQUIRED
 27 TOTAL SPACES REQUIRED

- 17 = REGULAR PARKING SPACES PROVIDED
 - 2 = ADA PARKING SPACES PROVIDED
 - 9 = ANGLED STREET PARKING SPACES PROVIDED
 - 3 = OFFSTREET PARKING SPACES PROVIDED
 - 31 = TOTAL PARKING SPACES PROVIDED
- ALL REGULAR PARKING SPACES ARE 18.5' LONG BY 9' WIDE
 TYPE M-1 MDOT
 APRON DETAIL
 SEE SHEET C-8



UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO
 PROJECT LOCATION: JACKSON, MI
 DATE: AUGUST 2018
 SCALE: 1:10

118 N. COLUMBUS ST.
 SITEPLAN

Sign Permit Req'd per zoning ordinance

ALL SIGNS ARE PERMITTED THROUGH SEPARATE SIGN PERMIT APPLICATION. PLANNING COMMISSION REVIEW NOT REQUIRED FOR WALL AND MONUMENT SIGNS IN THIS ZONING DISTRICT.

SETBACKS

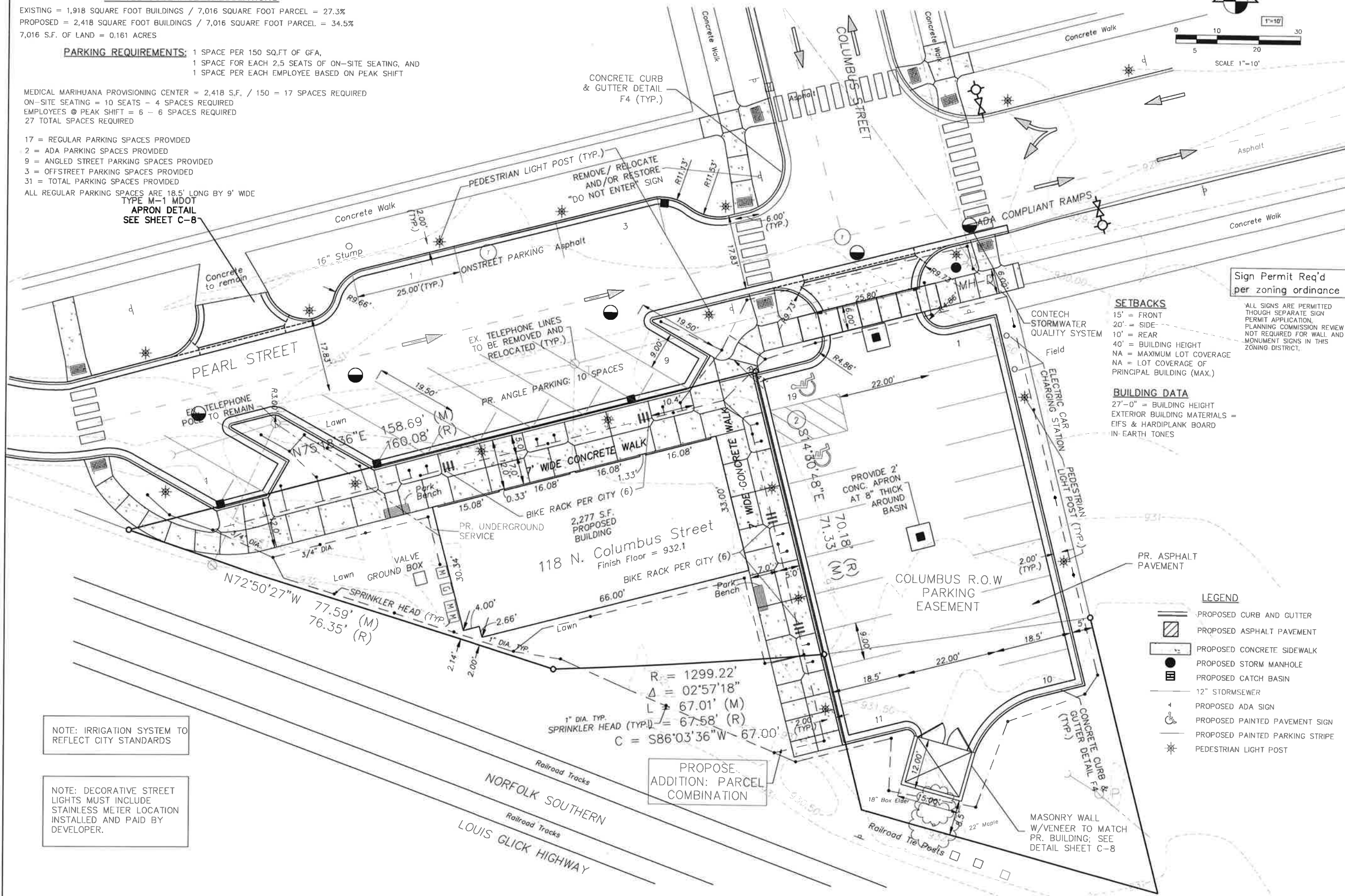
- 15' = FRONT
- 20' = SIDE
- 10' = REAR
- 40' = BUILDING HEIGHT
- NA = MAXIMUM LOT COVERAGE
- NA = LOT COVERAGE OF PRINCIPAL BUILDING (MAX.)

BUILDING DATA

27'-0" = BUILDING HEIGHT
 EXTERIOR BUILDING MATERIALS = EIFS & HARDPLANK BOARD IN-EARTH TONES

LEGEND

- PROPOSED CURB AND GUTTER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- 12" STORMSEWER
- PROPOSED ADA SIGN
- PROPOSED PAINTED PAVEMENT SIGN
- PROPOSED PAINTED PARKING STRIPE
- PEDESTRIAN LIGHT POST



NOTE: IRRIGATION SYSTEM TO REFLECT CITY STANDARDS

NOTE: DECORATIVE STREET LIGHTS MUST INCLUDE STAINLESS METER LOCATION INSTALLED AND PAID BY DEVELOPER.

$R = 1299.22'$
 $\Delta = 02^{\circ}57'18''$
 $L = 67.01' (M)$
 $L = 67.58' (R)$
 $C = S86^{\circ}03'36''W - 67.00'$

PROPOSE ADDITION: PARCEL COMBINATION

Mauro Engineering
 Development & Building
 4850 N. WALKER ROAD, SUITE 1000, JACKSON, MI 48315
 PH: (517) 247-2000
 VISIT US AT: WWW.MAUROENG.COM

BEFORE YOU DIG CALL MISS DIG

Drawn By:	M.M.
Checked By:	SITE PLAN
Approved By:	S.M.

Revisions	Date	By
Per Comm	2019-11-22	M.M.
Per Comm	2019-12-09	A.S.
Per Comm	2020-01-07	A.S.M.M.
Per Comm	2020-01-17	A.S.M.M.
Revised Details	2020-01-30	A.S.



SIMONE B. MAURO, P.E. - No. 30592
 GIOVANNI B. MAURO, P.E. - No. 58276
 Job No: 19-087
 Sheet No: C-3 OF C-9

118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

LEGEND

- PROPOSED CURB AND GUTTER
- PROPOSED 6" CONCRETE SIDEWALK
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER
- 932.00 x PROPOSED ELEVATION
- PROPOSED PAINTED PAVEMENT SIGN
- PROPOSED PAINTED PARKING STRIPE
- PEDESTRIAN LIGHT POST

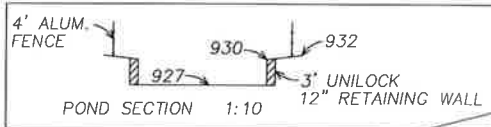
REQUIRED STORAGE & DISCHARGE CALC (SEE DETAIL SHEET 7)
 REQUIRED DISCHARGE = 0.28 CFS, REQUIRED STORAGE = 1,027.9 FT³

STORMWATER STORAGE
 VOLUME: 638 FT SQ. X 3 = 1,914 CUBIC FEET > 1,027.9 OK

UNDERGROUND DETENTION STORAGE QUANTITIES

FIRST FLUSH STORAGE FROM 927.00 TO 930.00
 VOLUME = 1,914 CUBIC FEET OF STORAGE

TOTAL STORAGE = 1,914 CUBIC FEET

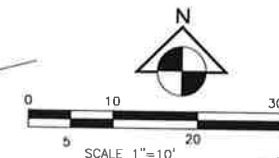


PROVIDED DISCHARGE:

ELEVATION	DISCHARGE (cfs)
928.00	0.181
927.00	0.153
926.00	0.108
925.00	

Q = C * A * (2 * G * H)^{1/2}
 C = 0.62
 G = 32.2
 Area = 0.021 2" restrictor

TYPE M-1 MDOT APRON DETAIL SEE SHEET C-8



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CLIENT: NINO CUTRARO
 PROJECT LOCATION: JACKSON, MI
 DATE: AUGUST 2019
 SCALE: 1:10

118 N. COLUMBUS ST.
 GRADING / DRAINAGE PLAN



Prepared By: M.M.
 Checked By: S.M.
 Approved By: S.M.

Revision	Date	By
Rev. 01	2019-11-22	M.M.
Rev. 02	2019-12-09	A.S.
Rev. 03	2020-01-07	A.S.M.M.
Rev. 04	2020-01-17	A.S.M.M.
Revised Details	2020-01-20	A.S.



SIMONE B. MAURO, P.E. - No. 30592
 GIOVANNI B. MAURO, P.E. - No. 98276

Job No. 19-087

Sheet No. C-4 OF C-9

PROPOSED CATCHBASIN CB-7
 RIM = 930.95
 12" INV. NE = 925.26
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 7045 M1
 THE 12" DIAMETER STORM SEWER FROM MH-4 TO CB-7
 22.2 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-8
 RIM = 930.95
 12" INV. NE = 925.11
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 7045 M1
 THE 12" DIAMETER STORM SEWER FROM MH-3 TO CB-8
 36.5 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-9
 RIM = 930.30
 12" INV. SW = 925.13
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 7045 M1
 THE 12" DIAMETER STORM SEWER FROM MH-3 TO CB-9
 29 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-10
 RIM = 930.80
 12" INV. NW, SE = 924.97
 12" INV. SW = 924.97
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 1040 M1
 THE 12" DIAMETER STORM SEWER FROM MH-2 TO CB-10
 18.1 L.F. OF 12" N-12 AT A 0.32% GRADE

EXISTING SANITARY MANHOLE MH-1
 RIM = 931.83
 ADJUST TO 931.40

NOTE: THE NEAREST WATER COURSE IS GRAND RIVER 370 FEET TO THE SOUTHWEST

STORM SEWER DATA

EXISTING MANHOLE MH-A
 RIM = 929.65
 15" NE = 924.80
 15" SW = 924.80 (PROPOSED)
 THE 15" DIAMETER STORM SEWER FROM MH-A TO MH-1
 10 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-1
 RIM = 929.50
 15" INV. NE = 924.82
 15" INV. SW = 924.82
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 1040 B
 THE 15" DIAMETER STORM SEWER FROM MH-1 TO MH-2
 35.9 L.F. OF 15" N-12 AT A 0.24% GRADE

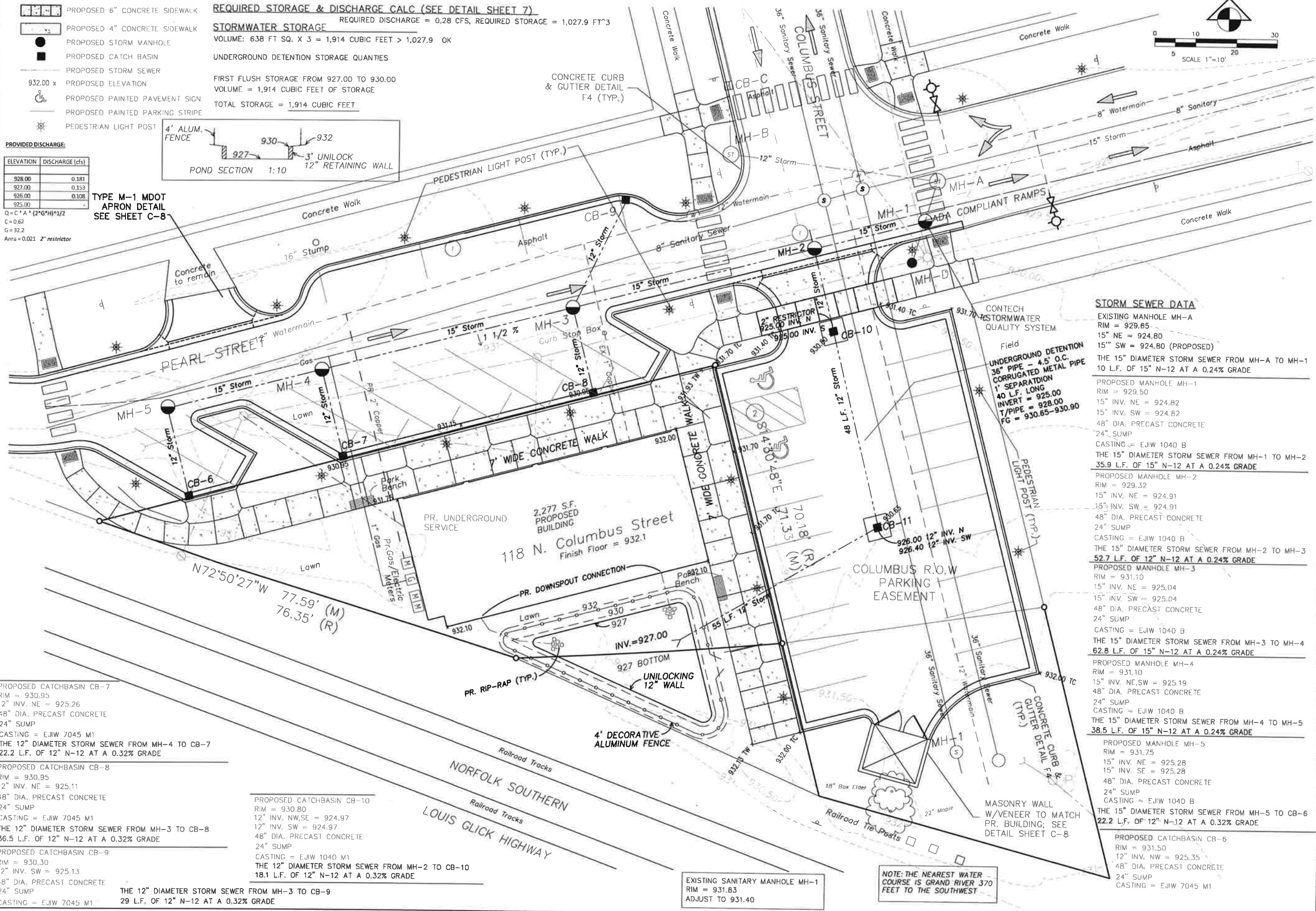
PROPOSED MANHOLE MH-2
 RIM = 929.32
 15" INV. NE = 924.91
 15" INV. SW = 924.91
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 1040 B
 THE 15" DIAMETER STORM SEWER FROM MH-2 TO MH-3
 52.7 L.F. OF 12" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-3
 RIM = 931.10
 15" INV. NE = 925.04
 15" INV. SW = 925.04
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 1040 B
 THE 15" DIAMETER STORM SEWER FROM MH-3 TO MH-4
 62.8 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-4
 RIM = 931.10
 15" INV. NE, SW = 925.19
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 1040 B
 THE 15" DIAMETER STORM SEWER FROM MH-4 TO MH-5
 38.5 L.F. OF 15" N-12 AT A 0.24% GRADE

PROPOSED MANHOLE MH-5
 RIM = 931.75
 15" INV. NE = 925.28
 15" INV. SE = 925.28
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 1040 B
 THE 15" DIAMETER STORM SEWER FROM MH-5 TO CB-8
 22.2 L.F. OF 12" N-12 AT A 0.32% GRADE

PROPOSED CATCHBASIN CB-8
 RIM = 931.50
 12" INV. NW = 925.35
 48" DIA. PRECAST CONCRETE
 24" SUMP
 CASTING = EJIW 7045 M1



118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

PROPOSED PLANT SCHEDULE

KEY	QUANT	COMMON NAME	BOTANICAL NAME	TYPE	SIZE	ROOT BALL
GT	18	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS "SKYLINE"	ORNAMENTAL TREE	2.5" CALIPER	B&B
TC	14	GREESPIRE LINDEN	TILIA CORDATA 'GREENSPIRE'	ORNAMENTAL TREE	2.5" CALIPER	B&B
AF	3	CELEBRATION MAPLE	ACER X FREEMANII "CELEBRATION"	CANOPY TREE	2.5" CALIPER	B&B
RS	14	KNOCKOUT ROSE	ROSA RADRAZZ "KNOCKOUT"	ORNAMENTAL SHRUB	2 GAL.	CONT.
CA	57	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFOLIA "KARL" FOERSTER"	ORNAMENTAL SHRUB	2.5 GAL.	CONT.
HF	35	FRANCEE HOSTA	HOSTA "FRANCEE"	GROUND COVER	2 GAL.	CONT.
TH	6	ARBORVITAE	THUJA OCCIDENTALIS	ORNAMENTAL SHRUB	6'-8' IN HGT.	CONT.

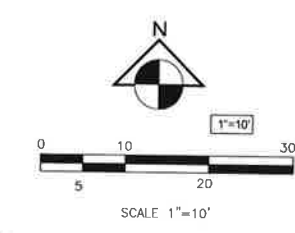
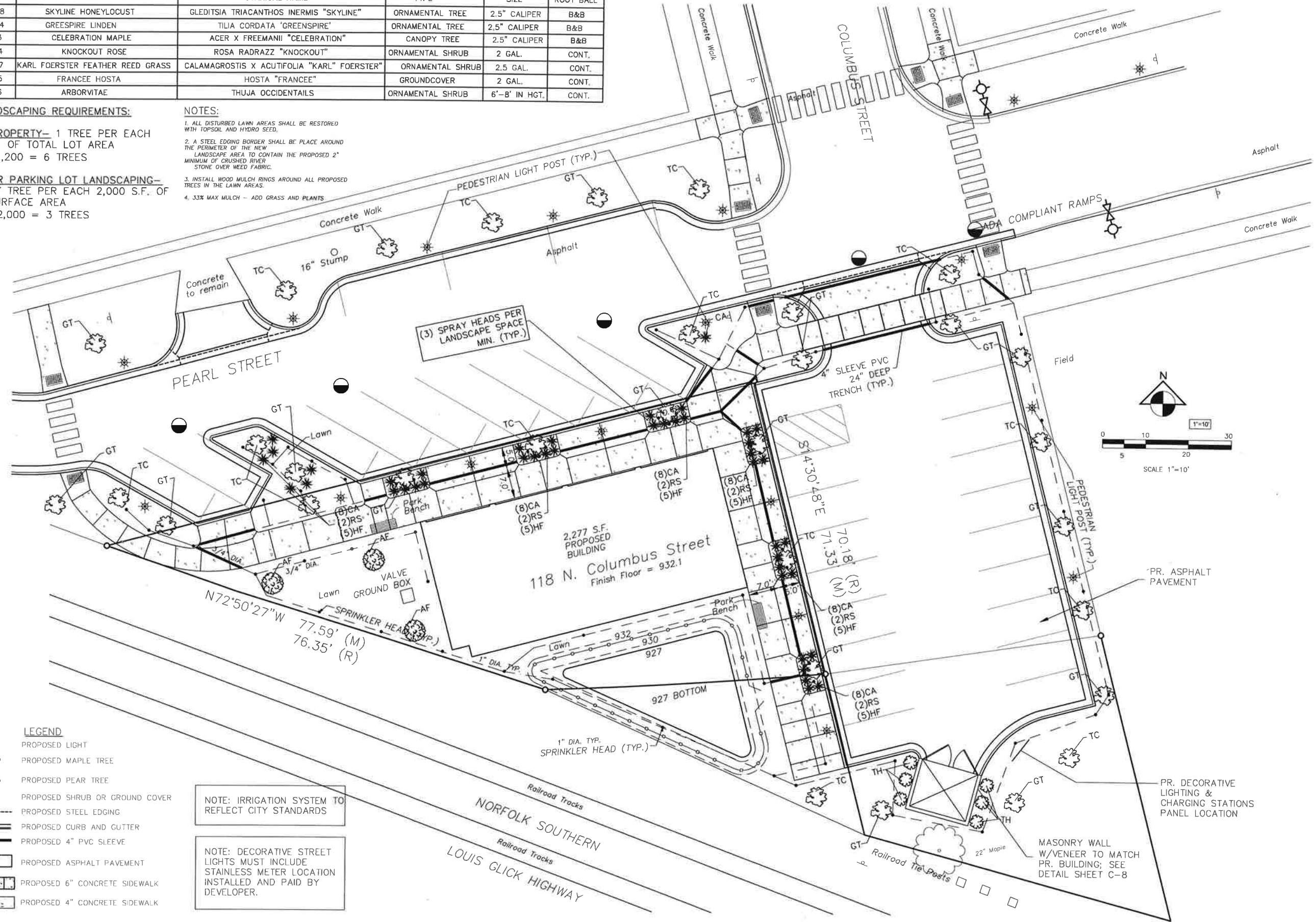
SITE LANDSCAPING REQUIREMENTS:

ENTIRE PROPERTY- 1 TREE PER EACH 1,200 S.F. OF TOTAL LOT AREA
 $7,016 / 1,200 = 6$ TREES

PERIMETER PARKING LOT LANDSCAPING- 1 CANOPY TREE PER EACH 2,000 S.F. OF PAVED SURFACE AREA
 $5,926 / 2,000 = 3$ TREES

NOTES:

- ALL DISTURBED LAWN AREAS SHALL BE RESTORED WITH TOPSOIL AND HYDRO SEED.
- A STEEL EDGING BORDER SHALL BE PLACED AROUND THE PERIMETER OF THE NEW LANDSCAPE AREA TO CONTAIN THE PROPOSED 2" MINIMUM OF CRUSHED RIVER STONE OVER WEED FABRIC.
- INSTALL WOOD MULCH RINGS AROUND ALL PROPOSED TREES IN THE LAWN AREAS.
- 33% MAX MULCH - ADD GRASS AND PLANTS



- ### LEGEND
- PROPOSED LIGHT
 - PROPOSED MAPLE TREE
 - PROPOSED PEAR TREE
 - PROPOSED SHRUB OR GROUND COVER
 - PROPOSED STEEL EDGING
 - PROPOSED CURB AND GUTTER
 - PROPOSED 4" PVC SLEEVE
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED 6" CONCRETE SIDEWALK
 - PROPOSED 4" CONCRETE SIDEWALK

NOTE: IRRIGATION SYSTEM TO REFLECT CITY STANDARDS

NOTE: DECORATIVE STREET LIGHTS MUST INCLUDE STAINLESS METER LOCATION INSTALLED AND PAID BY DEVELOPER.

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO
 PROJECT LOCATION: JACKSON, MI
 DATE: AUGUST 2019
 SCALE: 1/10

118 N. COLUMBUS ST.
 LANDSCAPE PLAN

Mauro Engineering
 Development & Building Solutions • Civil Engineers • Surveyors • Planners
 4800 MAURO ROAD, SUITE 100, JACKSON, MI 48419
 PH: (561) 347-2800 FAX: (561) 347-2811
 VISIT US AT: WWW.MAUROENGINEERING.COM

BEFORE YOU DIG CALL MISS DIG

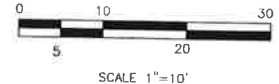
Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-09	A.S.
Per Comments	2020-01-07	A.S./M.M.
Per Comments	2020-01-17	A.S./M.M.
Revised Details	2020-01-20	A.S.

Drawn By: M.M.
 Checked By: S.M.
 Approved By: S.M.

STATE OF MICHIGAN
 SIMONE B. MAURO, P.E. - No. 30592
 GIOVANNI B. MAURO, P.E. - No. 58276
 Job No: 19-087
 Sheet No: C-5 OF C-9

118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN



UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT: NINO CUTRARO
 PROJECT LOCATION: JACKSON, MI
 DATE: AUGUST 2019
 SCALE: 1"=20'

118 N. COLUMBUS ST.
 PHOTOMETRIC PLAN



BEFORE YOU DIG CALL 811

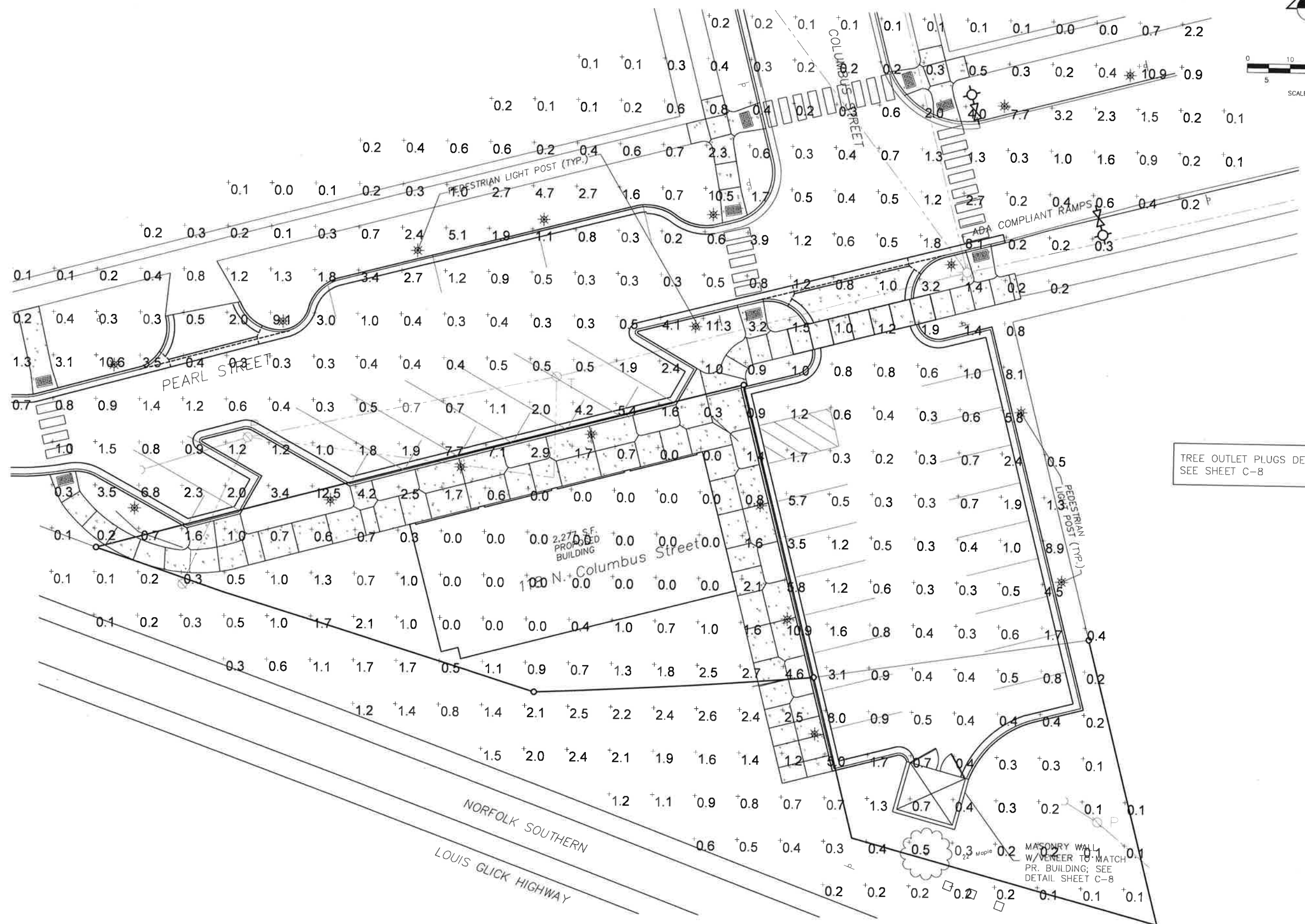
REVISIONS: CORRECTIONS REVISIONS

Drawn By: M.M.
 Checked By: S.M.
 Approved By: S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-09	A.S.
Per Comments	2020-01-07	A.S.M.M.
Per Comments	2020-01-17	A.S.M.M.
Revised Details	2020-01-20	A.S.



SMOKEY B. MAURO, P.E. - No. 30592
 GIOVANNI B. MAURO, P.E. - No. 58278
 Job No: 19-087
 Sheet No: C-6 OF C-9

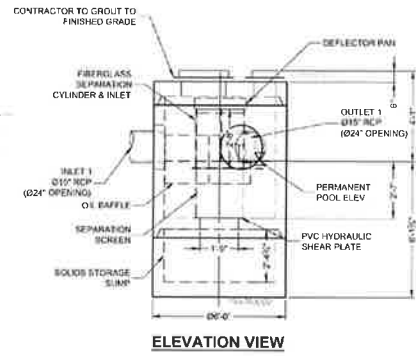
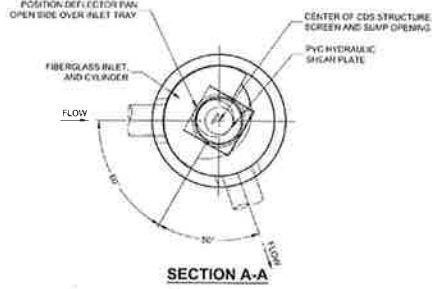
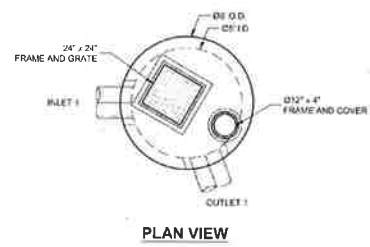


TREE OUTLET PLUGS DETAIL:
 SEE SHEET C-8

118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

Contech Detail



MATERIAL LIST PROVIDED BY CONTECH		SITE DESIGN DATA	
COUNT	DESCRIPTION	INSTALLED BY	WATER QUALITY FLOW RATE
1	FIBERGLASS INLET AND CYLINDER	CONTECH	1.07 CFS
1	2400 mesh 1" O.D. x 24" S.P. SCREEN	CONTECH	PEAK FLOW RATE
1	DEFLECTOR PAN	CONTRACTOR	RETURN PERIOD OF PEAK FLOW
1	3/16 INCH PVC HYDRAULIC SHEAR PLATE	CONTECH	10 YRS
1	SEALANT FOR JOINTS (BY PRECASTER)	CONTRACTOR	
1	24" x 24" FRAME & GRATE EJA45524100, OR EQUIV.	CONTRACTOR	
1	Ø12" x 4" FRAME & COVER EJA1161020, OR EQUIV.	CONTRACTOR	

GENERAL NOTES

- CONTECH TO PROVIDE ALL WATER QUALITY LIMITS NOTED OTHERWISE.
- FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.conteches.com
- CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFORM STRUCTURE PER THE REQUIREMENTS OF PROJECT.
- STRUCTURE SHALL MEET AASHTO HS 20 LOAD RATING, ASSUMING EARTH COVER OF 0'-2" AND GROUNDWATER ELEVATION AT OR BELOW THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M208 AND BE CAST WITH THE CONTECH LOGO.
- IF REQUIRED, PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.
- CDS STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-78 AND AASHTO LOAD I FACTOR DESIGN METHOD.

INSTALLATION NOTES

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE.
- CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLY STRUCTURE.
- CONTRACTOR TO PROVIDE, INSTALL AND GROUT INLET AND OUTLET PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

STRUCTURE WEIGHT:
APPROXIMATE HEAVIEST PICK - 8000 LBS
STRUCTURE IS DELIVERED IN 3 PIECES
MAX FOOTPRINT = 6'6"

CONTECH
ENGINEERED SOLUTIONS
LLC

CONTECH ENGINEERED SOLUTIONS LLC
1197 N. COLUMBUS ST.
JACKSON, MI 49201-1010
PH: (517) 781-1111
FAX: (517) 781-1111
WWW.CONTECHES.COM

CDS ESTIMATED NET ANNUAL SOLIDS LOAD REDUCTION BASED ON THE RATIONAL RAINFALL METHOD BASED ON AN AVERAGE PARTICLE SIZE OF 110 MICRONS					
CONTECH ENGINEERED SOLUTIONS		for SYSTEM: CDS 1		GDS	
Area	0.89 acres	CDS Model	2020	Particle size	110 microns
Weighted C	0.90	Water Quality Flow	1.07	Flow	cfs
Tc	15 minutes				

Rainfall Intensity (in/hr)	Percent Rainfall Volume ¹	Cumulative Rainfall Volume	Total Flowrate (cfs)	Removal Efficiency (%)	Incremental Removal (%)
0.02	13.13%	13.13%	0.02	100.00	13.13
0.04	11.38%	24.51%	0.04	100.00	11.38
0.06	10.68%	35.19%	0.06	100.00	10.68
0.08	7.49%	42.68%	0.07	99.84	7.48
0.10	7.01%	49.69%	0.09	99.66	6.97
0.12	5.37%	55.06%	0.11	99.07	5.32
0.14	4.73%	59.79%	0.12	98.69	4.67
0.16	4.13%	63.92%	0.14	98.30	4.06
0.18	3.53%	68.45%	0.16	97.92	3.46
0.20	2.99%	72.44%	0.18	97.53	2.92
0.25	8.50%	75.35%	0.22	96.57	5.31
0.30	4.47%	79.82%	0.27	95.81	4.27
0.35	3.85%	83.67%	0.31	94.65	3.64
0.40	2.16%	85.81%	0.36	93.7	2.0
0.45	2.09%	87.9%	0.40	92.7	1.9
0.50	1.37%	89.27%	0.45	91.8	1.2
0.75	8.07%	94.3%	0.67	86.9	4.4
1.00	2.58%	96.88%	0.89	82.1	2.1
1.50	2.50%	99.4%	1.34	63.9	1.6
2.00	0.51%	99.9%	1.78	47.9	0.2
2.54	0.15%	100.0%	2.26	37.7	0.1
1.20	0.0%	100.0%	1.07	78.3	0.0
					99.20

Removal Efficiency Adjustment² = 6.5%
Predicted % Annual Rainfall Treated = 92.6%
Predicted Net Annual Load Removal Efficiency = 88.8%

1 - Based on Rainfall Data from DETROIT METRO AP Station
2 - Reduction due to use of 60-minute data for a site that has a time of concentration less than 30-minutes.

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CLIENT: NINO CUTRARO
PROJECT LOCATION: JACKSON, MI
DATE: AUGUST 2019
SCALE: VARIES

118 N. COLUMBUS ST.
STORM MANAGEMENT DETAIL

Mauro Engineering
Development & Building
Civil Engineering, Designers & Planners
4807 WINTERS ROAD, SUITE 1000, TOWNSHIP OF JACKSON, MI 49201
PH: (517) 741-2000 FAX: (517) 741-2011
WWW.MAUROENGINEERING.COM

BEFORE YOU DIG CALL 811
1-800-487-7771
FOR THE LOCATION OF UNDERGROUND UTILITIES

Drawn By: M.M.
Checked By: S.M.
Approved By: S.M.

Revisions	Date	By
Per Client	2018-11-22	M.M.
Per Comments	2019-12-09	A.S.
Per Comments	2020-01-07	A.S.M.M.
Per Comments	2020-01-17	A.S.M.M.
Revised Details	2020-01-20	A.S.

STATE OF MICHIGAN
SIMONE B. MAURO, P.E. - No. 30592
GIOVANNI B. MAURO, P.E. - No. 52726

Job No: 19-087

Sheet No: C-7 of C-9

EJW EAST JORDAN IRON WORKS EST. 1883
800-626-4653
www.ejiw.com
MADE IN USA

PRODUCT NUMBER: 45624002
CATALOG NUMBER: V-5624 GR, V-5624 FR
CATCH BASIN ASSEMBLY
LOAD RATING: HEAVY DUTY
COATING: UNDIPPED
ESTIMATED WEIGHT: GRATE: 163 LBS, FRAME: 139 LBS, UNIT: 302 LBS

MATERIAL SPECIFICATION:
GRATE - GRAY IRON, ASTM A48 CL35B
FRAME - GRAY IRON, ASTM A48 CL35B

OPEN AREA: 295 SQ INCHES
DESIGNATES MACHINED SURFACE

DRAWN: SBB, DATE: 03/02/02
LAST REVISED: JJD, DATE: 06/20/08

REFERENCE INFORMATION:
45624030
45624010

CONFIDENTIAL: This drawing is the property of East Jordan Iron Works, Inc. and embodies confidential information, trade secret information, and/or know how that is the property of East Jordan Iron Works, Inc. © Copyright 2007 East Jordan Iron Works, Inc.

Project Name: Jackson MI - 118 Columbus St. Dispensary
Site Location: 118 N. Columbus Street

Maximum Allowable Discharge: 0.28912 ft³/s

Post Development Conditions
Total Site Drainage Area: 0.278 acres
Existing "C": 0.4
Impervious: 0.228 acres
Pervious: 0.05 acres
Average Coefficient: 0.765108 C

Duration (min.)	t (hr)	I (in/hr)	R (in.)	Average Coeff.	100 year Runoff (ft ³ /s)	Permitted Outflow (ft ³ /s)	Required Storage (ft ³)
20	0.33	4.9	1.62	0.765108	1250.804	346.944	903.860
30	0.50	3.85	1.93	0.765108	1490.155	520.416	969.739
40	0.67	3.33	2.23	0.765108	1721.785	693.888	1027.897
50	0.83	2.83	2.35	0.765108	1814.437	867.36	947.077
60	1.00	2.52	2.52	0.765108	1945.695	1040.832	904.863
90	1.50	1.92	2.88	0.765108	2223.651	1561.248	662.403
120	2.00	1.58	3.16	0.765108	2439.839	2081.664	358.175
24	24.00	0.23	5.52	0.765108	4261.998	24579.968	-20717.970

Pond Size Required: 1027.9 ft³

EXHIBIT C – OPERATIONAL COMMITMENTS

[January 14, 2020 letter from Alex Martin regarding future operational commitments]

January 14, 2020

City of Jackson
Department of Neighborhood & Economic Operations
Ms. Jennifer Morris, Director of NEO
Mr. Adam East, Planner/Zoning Enforcement Officer
City Hall, 3rd Floor
161 W. Michigan Ave.
Jackson, MI 49201

Via Email:
JMorris@CityOfJackson.org
AEast@CityOfJackson.org

Re: New Generation Meds, LLC ("NGM") / Marijuana License Applications /
118 N. Columbus St. Property

Dear Jennifer and Adam:

With respect to the City's Scoring Factors framework, in addition to the credits NGM continues to accumulate related to the building and site via our submitted architectural and engineering plans and other documents, please consider the below-referenced "Other Factors" in your review of our applications. We intend to implement the following:

Employees

- NGM plans to hire at least 10 (but probably closer to 13-15) full-time-equivalent employees.
- The vast majority of these full-time-equivalent jobs (we estimate at least 10) will be local, with the work carried out on site.
- We plan for zero starting wages to be below 1.5 times the minimum wage. We will likely have about 3 positions at 1.5x, 3 positions at 2x, and the rest (i.e., over 4) at 2.5x and above.
- NGM plans to provide healthcare options for all full-time employees.
- NGM plans to offer a competitive deferred compensation plan to all full-time employees.

Contractors

- Provided they are available and competitive, NGM plans to hire all local (city and county) contractors for initial work to build out our location at 118 N. Columbus St.

Total Capital Investment

- With proposed construction and business plans in their final stages, we estimate, have budgeted for, and have secured funding for this venture based on a total capital investment of at least between 1.5 - 2.0 million dollars, and likely more.

Please do not hesitate to contact anyone on our team should staff wish to discuss any of these items in greater detail and/or review any additional documentation with us.

Respectfully submitted,

NEW GENERATION MEDS, LLC

Alex Martin



118 N. Columbus

SCORING FACTORS

Calculated based upon exceeding the minimum City ordinance standards by the quantity noted below

Building Factors		Totals
Fenestration – pedestrian scale, visibility of monetary transaction/retail space, located below the roof deck of first floor	5 points added for each 10% above the 40% up to 10 points	5
	5 points deducted for each 1% below 40% with no limit	0
Building Height – min. 12’ clear space for first floor, min. 10’ clear space for second floor, min. 9’ clear space for third floor	5 points for each floor exceeding a single floor (up to the max height as per Chapter 28) – must cover no less than 50% of the first floor area to receive points	5
Multi-Tenant Buildings – vertical or horizontal	1 point for each 1 additional suite when locating in or constructing a multi-tenant building (up to 5 points)	1
Security Plan	2 points for installing a 360 degree high definition exterior video surveillance which offers the City Police Department 24 hour access	2
	1 point for installing high definition interior video surveillance which offers the City Police Department 24 hour access	0
Construction Type	3 points if the interior utilizes clear span and Type 2 (MBC 2015) construction	3
	1 point if utilizing a low slope roof with no less than a 3 foot continuous parapet	1
	1 point if exclusively using brick, stone and/or cement siding materials	0

118 N. Columbus

Energy Efficiency	<p>1 point for each level of LEED certification</p> <p>1 point (up to 5 total) for the use of each type of green infrastructure calculated as follows:</p> <ul style="list-style-type: none"> • Per 2 vehicle charging stations • Per 900 watt solar panel(s) <p>1 point for exceeding IEC/ASHRE standards by 10%, 2 points for exceeding it by 15%, 3 points for exceeding it by 20%, and 4 points for exceeding it by 25% (verified by use of Comcheck or other compliance software)</p> <p>15 points for offsetting on site energy useage by 40%</p>	<p>0</p> <p>1</p> <p>0</p> <p>0</p>	
	Total Building Factor Points	18	
Site Factors			
Landscaping – sizes and types must comply with the City Code of Ordinances Chapter 28, Article IV, Sec. 28-105	<p>1 point for each 5 canopy or coniferous trees exceeding the minimum requirements</p> <p>1 point for each 5 shrubs exceeding the minimum requirements</p>	<p>0</p>	
Off Site Improvements – defined as any area located outside of the property and beyond the abutting street rights-of-way	<p>1 point (up to 10 points) for each off site amenity calculated as follows:</p> <ul style="list-style-type: none"> • Per 2 decorative light poles • Per 5 street trees 	<p>10</p>	
Multi-Modal Amenities	<p>1 point for exceeding each of the following as verified by walkscore.com or comparable website:</p> <ul style="list-style-type: none"> • 70 walk score points • 70 bike score points 	<p>2</p>	

118 N. Columbus

	1 point for each 2 City specified bikes racks (up to 2 points)	2	
Water Quality/Storm Water Management	1 point (up to 4 points) for the use of a SEMCOG defined BMP (see Stormwater Management Manual)	1	
	5 points for retaining the first flush, 10 points for complying with post storm water management, or lose 10 points for not retaining the first flush	-10	
Total Site Factors Points			5
Other Factors (future commitments to be verified annually before license renewal)			
Employees	1 point for each 10 permanent full time jobs created	1	
	1 point for each permanent full time local job created	0	
	1 point for providing a starting wage of no less than 1.5 times the minimum wage, 2 points for starting at 2 times the minimum, 3 points for starting at 2.5 times the minimum, 4 points for starting at 3 times the minimum, or lose 10 points for the starting wage below 1.5 times the minimum	1	
Employees (cont.)	1 point for providing health care to all employees, 2 points for providing employee health care insurance with no more than \$1,000 out of pocket employee costs, 3 points for providing employee health care with no more than \$500 out of pocket employee costs, 4 points for providing employee health care with no out of pocket employee costs, or lose 10	0	

118 N. Columbus

	points for not providing employee health care		
	1 point for providing a 3% matching deferred compensation plan (i.e. 401k, 401a, etc.), 2 points for providing a 4% match, 3 points for providing a 5% match, 4 points for providing a 6% match, or lose 10 points if not provided at all (must include immediate vesting for employee and employer contributions)	0	
Contractors	1 point for the use of County based contractors, 2 points for the use of City based contractors, 3 points if the contractor opens a permanently staffed location in the City, and 4 points for relocating the business to the City	0	
	1 point for paying Davis Bacon wages, 2 points for paying 1-5% above Davis Bacon, 3 points for paying 5-10% above Davis Bacon wages, and 4 points for paying 10% above Davis Bacon wages	0	
Total Capital Investment (excludes the property purchase price)	1 point for investing between \$1 and \$1.5 million dollars, 2 points for investing between \$1.5 and 2 million dollars, 4 points for investing between \$2 and \$2.5 million dollars, and 6 points for investing over \$2.5 million dollars	2	
Taxation	1 point for contractors and business owners annually reporting K-1s or any other tax reporting instruments to the City Treasurer	0	
Total Points Scored			4
Total "Other Factors" Points			27

RIGHT-OF-WAY PARKING EASEMENT AGREEMENT

THIS RIGHT-OF-WAY PARKING EASEMENT AGREEMENT ("Agreement") is entered into effective as of the 28th day of January, 2020 between NEW GENERATION MEDS, LLC, a Michigan limited liability company, a registered office address of 1120 E. Oakland Ave., Lansing, Michigan 48906 ("Developer"), and THE CITY OF JACKSON, MICHIGAN, a Michigan municipal corporation, with an address of 161 W. Michigan Avenue, Jackson, Michigan 49201 ("City").

RECITALS:

A. Developer contemplates the acquisition of certain real property located in the City of Jackson, State of Michigan, being more particularly described in Exhibit A attached hereto and made a part hereof (the "Developer Property"); provided, however, that any reference herein to the Developer Property shall only take effect if and when the Developer acquires the Developer Property as evidenced by the recordation of a deed in favor of the Developer of the Developer Property.

B. City is the owner of that certain unimproved road right-of-way running north-south (Columbus Street) from the Norfolk Southern rail line to Pearl Street, located in the City of Jackson, State of Michigan, being more particularly depicted in Exhibit B attached hereto and made a part hereof (the "unimproved Columbus Street").

C. Developer and City desire to establish certain perpetual and exclusive easements, rights, and servitudes with respect to parking and ingress and egress in order to promote the development of the Developer Property, if acquired by Developer, as part of the project known as New Generation Meds, LLC.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby agree as follows:

I. Grant of Parking Easement. City hereby grants to Developer an exclusive, perpetual easement (the "Parking Easement") on, over, and across those portions of Columbus Street as are, now or in the future, improved with Parking Facilities (as defined herein) (the "Easement Areas") for the purposes of: (a) vehicular and pedestrian ingress and egress from and to the public streets adjacent to the Developer Property and Columbus Street; and (b) the parking of vehicles on the Developer Property and the Columbus Street; in each case (subparts (a) and (b)) using such curb cuts, drive aisles, parking spaces, and other Parking Facilities as are, now and in the future, intended for such purposes; such Parking Facilities will be constructed by Developer as described below in this Agreement and will include, without limitation, asphalt paving surfaces, striping of parking spaces and drive aisles, curbing, and landscaping, all as more particularly depicted on Exhibit C attached hereto and made a part hereof and as described in this Agreement (the "Parking Plan"). The Parking Easement shall be exclusively for the benefit of Developer and all future owners of the Developer Property, and their respective tenants, agents, contractors, subcontractors, employees, licensees, and invitees, and all persons claiming by or

through Developer and Developer's successors and assigns.

2. Construction of Parking Facilities. Developer shall, at its sole cost and expense, construct and install parking improvements as generally depicted on the Parking Plan which facilities shall include, without limitation, asphalt paving surfaces and related concrete curbing, striping of parking spaces and all drive aisles as appropriate, directional and other signage, and greenspace and/or landscaping, all as described in the Parking Plan, as otherwise required under this Agreement, and in accordance with applicable laws, codes and permits (collectively, the "Parking Facilities"). Developer and City agree that the actual locations of the Parking Facilities will be subject to, and comply with, the final plans as approved by City's Department of Neighborhood and Economic Operations. All Parking Facilities shall be constructed and installed in a good and workmanlike manner, in compliance with all applicable laws, codes, permits and this Agreement. Developer represents and warrants to City that all labor and materials in connection therewith shall be paid for in a timely manner and Developer shall indemnify and hold City harmless from any mechanics' and material suppliers' liens related to the Parking Facilities.

3. Maintenance of Parking Facilities. Developer, at its sole cost and expense, shall maintain the Parking Facilities in good working order and condition.

4. Insurance. Developer shall obtain and continuously maintain policies of commercial general liability insurance providing coverage against, among other things, claims arising out of or relating to their negligent acts or omissions in connection with the use of the Parking Easement and the operation, maintenance, repair and replacement of the Parking Facilities. Such insurance will have minimum limits of \$2,000,000.00, shall be issued by an insurance company licensed to do business in the State of Michigan, and shall name the City as an additional insured with respect to the Parking Easement. Developer shall provide the City with a certificate of their liability coverage as specified herein within fifteen (15) days of the City's request, but not more than two (2) times annually, unless the insurance coverage is cancelled or expires more frequently. Developer shall also provide the City with a copy of the Developer's commercial general liability insurance policy containing endorsements sufficient to make the City an additional insured. The insurance required hereunder shall not be cancelled or materially modified without thirty (30) days prior written notice to the City.

5. Reservation of Developer. Developer reserves all other rights accruing from the ownership of the Developer's Property, including the right to engage in and permit or invite others to engage in all uses of Developer's Property that are not inconsistent with the purposes of this Agreement.

6. Reservation of Utility Easements by City. Notwithstanding the exclusive nature of the Parking Easement granted herein, City reserves for itself the right to grant easements in the future to, and to maintain any existing easements in favor of, any utility company within the Easement Areas. Developer acknowledges that in the event of construction, maintenance, repairs, or replacements of any utilities located within the Easement Areas, the Parking Facilities may be disturbed. Developer shall permit such disturbance provided that after such construction, maintenance, repairs, or replacements are complete, the City repairs, replaces, and/or restores the

disturbed Parking Facilities to the same condition in which they existed prior to any such disturbance.

7. License for Recreational Use. City hereby grants to Developer on the terms and conditions set forth in this Agreement a non-exclusive, revocable license on, over, and across the Easement Areas for recreational use and enjoyment of Developer from time to time ("Recreational License"). City may revoke this license at any time upon providing Developer prior written notice. This Recreational License shall automatically terminate if this Agreement is terminated. City shall not charge Developer a fee for the license rights granted herein.

8. Estoppel. City shall, within ten (10) days of a written request from Developer, issue to Developer, or its prospective mortgagee or successor, an estoppel certificate certifying and affirming, to the best of City's actual knowledge, that this Agreement is in full force and effect without amendment, and that there are no defaults by the Developer under *this* Agreement. Such statement shall act as a waiver of any claim by the City to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.

9. Binding Effect of Easement and Restrictions. The Parking Easement granted herein and the restrictions created hereby shall run with the land and shall be construed as running with the land. All of said Parking Easement and restrictions shall be binding upon the Developer Property, and shall inure to the benefit of, and be enforceable by all current and future owners of the Developer Property, if and as applicable. All easements granted herein, the provisions regarding the maintenance and repairs of the Parking Facilities, and all restrictions contained herein shall continue in full force and effect in perpetuity.

10. No Partnership. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Developer Property or the City, and if and as applicable, or their respective tenants or licensees.

11. No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

12. Severability. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

13. Notices. Notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery, with receipt acknowledged in writing; by certified mail, prepaid, return receipt requested; or by next-day delivery by a nationally-recognized courier service, to the respective recipient's address set forth above or such other address as may be given by notice to the other party hereto or available in the public records.

14. Entire Agreement. This Agreement, together with the Exhibits attached hereto, contain the entire agreement between the parties with regard to the easements and covenants of use described herein and there are no other terms, expressed or implied as to the subject matter, except as contained herein or therein.

15. No Merger. None of the easements or other rights or restrictions created by this Agreement shall be merged or terminated due to the current or future common ownership of the Developer Property and the unimproved portion of Columbus Street.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.


17. Termination. Notwithstanding anything herein to the contrary, in the event that the unimproved portion of Columbus Street is vacated by the City and all of the Parking Facilities are located on the Developer Property, this Agreement shall automatically terminate, be of no further force and/or effect, and neither party shall have any further rights or obligations to the other party hereunder.

[COUNTERPART SIGNATURE PAGES FOLLOW]

[COUNTERPART SIGNATURE PAGE TO PARKING EASEMENT AGREEMENT]

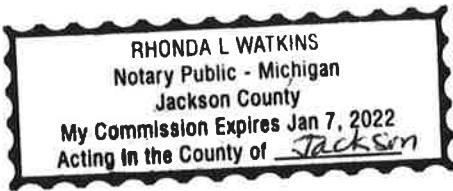
IN WITNESS WHEREOF, the parties have executed this Agreement on the 20th day of March, 2020.


THE CITY OF JACKSON, a Michigan municipal corporation

By: 
Jonathan Greene
Its: Interim City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this 20th day of March, 2020, by Jonathan Greene, the Interim City Manager of the City of Jackson, a Michigan municipal company, on behalf of the corporation.




Rhonda L. Watkins, Notary Public
Jackson County, Michigan
My commission expires Jan 7, 2022

[SIGNATURES CONTINUE ON NEXT PAGE]

EXHIBIT A – LEGAL DESCRIPTION OF SUBJECT PARCEL

118 North Columbus Street, Jackson, Michigan

Property in the City of Jackson, County of Jackson and State of Michigan legally described as:

LOTS 2, 3 & 6 LYING N OF RR R/W BLK 26 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E
SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT

PART OF LOT 2, BLOCK 26, FORD'S EXTENSION (see attached Quitclaim Deed)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B – LEGAL DESCRIPTION FOR UNIMPROVED COLUMBUS STREET

COLUMBUS STREET AS PLATTED IN FORD'S EASTERN ADDITION TO THE VILLAGE OF JACKSONBURG (NOW CITY OF JACKSON) LYING SOUTH OF THE SOUTHERLY LINE OF DETROIT STREET AND NORTH OF THE NORTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C – PARKING PLAN

118 N. Columbus St. - Site Plan

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

PROPOSED PLANT SCHEDULE

KEY	QUANT	COMMON NAME	BOTANICAL NAME	TYPE	SIZE	ROOT BALL
GT	18	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS "SKYLINE"	ORNAMENTAL TREE	2.5" CALIPER	B&B
TC	14	GREESPIRE LINDEN	TILIA CORDATA "GREESPIRE"	ORNAMENTAL TREE	2.5" CALIPER	B&B
AF	3	CELEBRATION MAPLE	ACER X FREEMANII "CELEBRATION"	CANOPY TREE	2.5" CALIPER	B&B
RS	14	KNOCKOUT ROSE	ROSA RADRAZZ "KNOCKOUT"	ORNAMENTAL SHRUB	2 GAL.	CONT.
CA	57	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFOLIA "KARL" FOERSTER"	ORNAMENTAL SHRUB	2.5 GAL.	CONT.
HF	35	FRANCEE HOSTA	HOSTA "FRANCEE"	GROUND COVER	2 GAL.	CONT.
TH	6	ARBORVITAE	THUJA OCCIDENTALS	ORNAMENTAL SHRUB	6'-8" IN HGT.	CONT.

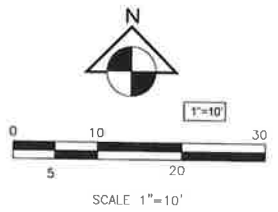
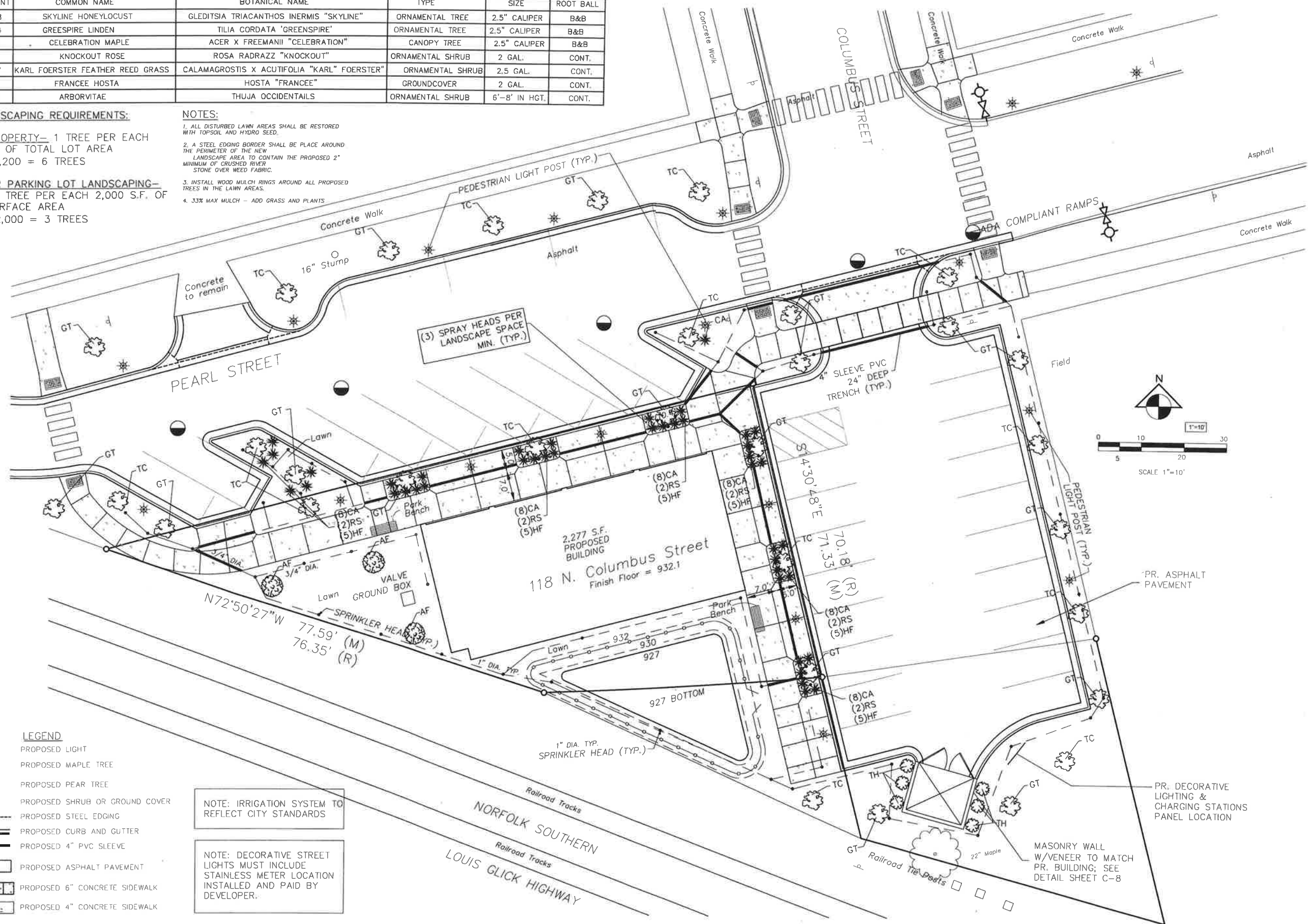
SITE LANDSCAPING REQUIREMENTS:

ENTIRE PROPERTY - 1 TREE PER EACH 1,200 S.F. OF TOTAL LOT AREA
 $7,016 / 1,200 = 6$ TREES

PERIMETER PARKING LOT LANDSCAPING - 1 CANOPY TREE PER EACH 2,000 S.F. OF PAVED SURFACE AREA
 $5,926 / 2,000 = 3$ TREES

NOTES:

- ALL DISTURBED LAWN AREAS SHALL BE RESTORED WITH TOPSOIL AND HYDRO SEED.
- A STEEL EDGING BORDER SHALL BE PLACED AROUND THE PERIMETER OF THE NEW LANDSCAPE AREA TO CONTAIN THE PROPOSED 2" MINIMUM OF CRUSHED RIVER STONE OVER WEED FABRIC.
- INSTALL WOOD MULCH RINGS AROUND ALL PROPOSED TREES IN THE LAWN AREAS.
- 33% MAX MULCH - ADD GRASS AND PLANTS



- ### LEGEND
- PROPOSED LIGHT
 - PROPOSED MAPLE TREE
 - PROPOSED PEAR TREE
 - PROPOSED SHRUB OR GROUND COVER
 - PROPOSED STEEL EDGING
 - PROPOSED CURB AND GUTTER
 - PROPOSED 4" PVC SLEEVE
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED 6" CONCRETE SIDEWALK
 - PROPOSED 4" CONCRETE SIDEWALK

NOTE: IRRIGATION SYSTEM TO REFLECT CITY STANDARDS

NOTE: DECORATIVE STREET LIGHTS MUST INCLUDE STAINLESS METER LOCATION INSTALLED AND PAID BY DEVELOPER.

UNAUTHORIZED USE OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM MAURO ENGINEERING IS STRICTLY PROHIBITED, AND IS A VIOLATION OF U.S. COPYRIGHT LAWS AND WILL BE SUBJECT TO CIVIL DAMAGES AND PROSECUTION

CLIENT	NINO CUTRARO
PROJECT LOCATION	JACKSON, MI
DATE	AUGUST 2019
SCALE	1:10

118 N. COLUMBUS ST.
LANDSCAPE PLAN

Mauro Engineering
 Development & Building Surveying & Civil Engineers, Designers & Planners
 4837 JAMES ROAD, SUITE 200, JACKSON, MI 48315
 TEL: (517) 787-2000 FAX: (517) 787-2011
 VISIT US AT: WWW.MAUROENR.COM



Drawn By:	M.M.
Checked By:	S.M.
Approved By:	S.M.

Revisions	Date	By
Per Client	2019-11-22	M.M.
Per Comments	2019-12-08	A.S.
Per Comments	2020-01-07	A.S.M.W.
Per Comments	2020-01-17	A.S.M.W.
Revised Details	2020-01-20	A.S.

STATE OF MICHIGAN
 SIMONE B. MAURO, P.E. - No. 30592
 GIOVANNI B. MAURO, P.E. - No. 58278

Job No: 19-087
 Sheet No: C-5 of C-9

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: May 25, 2021
SUBJECT: Local Governmental Unit Approval for Social District Permit

RECOMMENDATION:

Consideration of a resolutions approving the Social District Permit Application for Ogma Brewery Company.

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 May 18, 2021 the owners of Ogma Brewery Company 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

Andrea Muray

From: Ogma Brewing Co. <ogma@ogmabrewing.com>
Sent: Tuesday, May 18, 2021 2:39 PM
To: Andrea Muray
Cc: Cory Mays
Subject: Ogma Brewing Co. \ Local Social District Approval
Attachments: Ogma Brewing Social District Local Approve.pdf

Hi Andrea,

I've attached our social district local approval sheet for the next council meeting.

Once approved, can you let me know so we can provide that to the state. Thank you!

Andrew \ Ogma Brewing Co.

This is our dream and we want you in it. Watch along, keep us honest and engage as Ogma Brewing Co. is built from the ground up.

Facebook: facebook.com/ogmabrewing

Instagram: instagram.com/ogmabrewing

Twitter: twitter.com/ogmabrewing

Website: ogmabrewing.com

Click [here](#) to report this email as spam.



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 _____ meeting of the _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(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.

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: May 25, 2021
SUBJECT: Local Governmental Unit Approval for Social District Permit

RECOMMENDATION:

Consideration of a resolutions approving the Social District Permit Application for Islas Nite Lite, LLC dba Nite Lite.

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 May 20, 2021 the operator of Nite Lite 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

From: Jessica Webb <jwebb@recruitspecialized.com>
Sent: Thursday, May 20, 2021 2:18 PM
To: Andrea Muray
Cc: Cory Mays; Joe Brandeberry
Subject: Nite Lite - Local Governmental Unit for Approval For Social District Permit
Attachments: Islas Nite Lite.pdf

Good Afternoon Andrea,

Please put the attached permit for Islas Nite Lite on the next available City Council Agenda 6/08/2021. For questions, comments, or concerns please reach out to Owner: Joe Brandeberry

Thank you,



Jessica Webb

Business Development Manager at
Recruit Specialized Staffing

Phone: 517-795-2515

Mobile: 517-474-1292

Email: jwebb@recruitspecialized.com

1030 Laurence Ave. Suite 6
Jackson, MI 49202

www.RecruitSpecialized.com



Click [here](#) to report this email as spam.



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 _____ meeting of the _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(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: Islas Nite Lite

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.

Resolution 2021-___: Supporting H.R. 1 / S. 1
A Resolution Supporting the For The People Act

BY THE CITY COUNCIL:

WHEREAS, the citizens of Michigan deserve to have their voices heard at the ballot box, including equitable access to ballots and a reformed campaign finance system that no longer allows out-of-state dark money donors to influence elections; and

WHEREAS, state constitutional amendments to end partisan gerrymandering and to strengthen voting rights and ballot access were submitted to, and approved by, Michigan voters as Proposal 18-2 and Proposal 18-3 respectively at the November 6, 2018 general election; and

WHEREAS, current state legislative efforts in Michigan put ballot access at risk for vulnerable populations and walk back many of the popular reforms that have resulted in historic turnout in Michigan elections; and

WHEREAS, elected officials should be truly representative of their constituencies, which can be achieved by requiring equitable and easier access to the ballot box through federal standards around early voting, absentee voting, and redistricting; and

WHEREAS; dark money and out-of-state donors have overtaken public discourse surrounding Michigan elections, a problem solved by requiring political groups to disclose their largest donors and improving transparency in digital and other advertisements; and

WHEREAS; loopholes in our campaign finance framework and weak ethics requirements have opened the door for corruption in government and allowed foreign governments to sway the opinions of voters; and

WHEREAS, the modernization of the voting process, and elimination of voter purging, would support local election officials in administering safe elections while at the same time easing the registration and voting process for Michigan residents; and

WHEREAS, the common sense reforms included in the For the People Act are needed to ensure safer and more reliable voting standards, end the influence of dark money in Michigan elections, and restore ethics and accountability within our government at all levels.

RESOLVED, that the Jackson City Council on this 25th day of May, 2021 does hereby support the For the People Act (H.R. 1 / S.1), a transformative federal legislative package of voting rights, anti-corruption, and ethics reforms that will ensure every vote is counted and every voice is heard.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to all elected officials representing the City of Jackson at state and federal levels of government.

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

I, Derek Dobies, Mayor 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 25th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 25th day of May, 2021.

Derek Dobies, Mayor

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 3, 2021

SUBJECT: **Approve renewal of the contract with T & L Contracting Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant.**

Recommendation:

Approve the renewal of the contract with T & L Contracting, Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant, at the price of \$25.68/CYD. This is the final contract extension with T & L Contracting, Inc., original contract dated May 17, 2017.

T & L Contracting, Inc., has been removing the spent lime for the past several years, and we believe they are doing a fine job. Furthermore, I believe it is in the best interest of the City to extend this contract for another year. Going out for bids could potentially drive the price up, as the cost of spent lime removal continues to increase at an accelerated rate.

I recommend approval of the Spent Lime Removal Contract as presented. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: May 3, 2021

RECOMMENDATION: **Approval renewal of the contract with T & L Contracting Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant.**

SUMMARY

Approve the renewal of the contract with T & L Contracting, Inc., Lansing, MI, for the removal of spent lime at the Water Treatment Plant. T & L Contracting has been contracted with the City for spent lime removal since May 17, 2017. This contract is subject to four one-year renewals upon mutual agreement; this extension would be the fourth extension. Over the past three years, we believe T&L Contracting Inc., has done a fine job with the removal of spent lime from the Water Treatment Plant. Furthermore, I believe it is in the best interest of the City to extend this contract for another year. Going out for bids could potentially drive the price up, as the cost of spent lime removal continues to increase at an accelerated rate.

BUDGETARY CONSIDERATIONS

The price for the renewal contract will be for \$25.68/CYD. This price reflects a 2% increase allowed in the original contract: Original bid: \$25.18/CYD x 1.02 = \$25.68. This will be accommodated in our approved budget, line item 591-565-000-818.000.

HISTORY, BACKGROUND and DISCUSSION

T & L Contracting entered into the original contract for spent lime removal on May 17th of 2017 and has mutually agreed to extend the over the past three years. Each year they have done a great job for the City and have gone the extra mile to ensure the job was done properly and professionally.

POSITIONS

I recommend approval of the contract renewal with T & L contracting Inc. for the removal of spent lime at the Water Treatment Plant.

TL Contracting, Inc.

**16803 Industrial Pkwy.
Lansing, MI 48906
517-669-0600 - Office
517-669-8919 - Fax
MarkM@TLContractinginc.org - Email**

Spent Lime Lagoon Cleaning and Disposal

April 27, 2021

To: Mr. Mike Osborn
Superintendent
City of Jackson

RE: 2021-2022 Contract Year Renewal Request

Mike,

TL Contracting, Inc. has been pleased to have had the opportunity to work with you and the City of Jackson (City) staff the previous four years on this project. As I'm sure you are aware, according to Article VII, the Contract, dated May 17, 2017, is subject to four one-year renewals upon mutual agreement.

We respectfully request the fourth renewal for the Contract Year July 1, 2021 – through June 30, 2022. In accordance with the same Article VII, the previous year's price is subject to an increase of 2%. We calculate the price for the upcoming contract year would be:

$$\text{Original bid price: } \$25.18/\text{CYD} \times 1.02 = \$25.68/\text{CYD}$$

If this is acceptable to the City of Jackson, please provide confirmation in a form acceptable to the City and we will likewise provide the required updated documents.

We appreciate the opportunity to provide our services to the City and look forward to hearing from you in the near future.

Sincerely,

Tony Landosky

Tony Landosky, President
TL Contracting, Inc.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: **Water and Sewer Rate Resolution**

Recommendation:

Approval of Water and Sewer Rate Resolution for fiscal years 2021/22 and 2022/23.

Attached is a memo from Michael G. Osborn, Director of Public Works, regarding the water and sewer rate resolution for fiscal years 2021/22 and 2022/23.

I recommend approval of the water and sewer rate resolution as presented. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Acting Director of Public Works

DATE: May 25, 2021

RECOMMENDATION: **Approval of Water and Sewer Rate Resolution for fiscal years 2021/22 and 2022/23.**

SUMMARY

The City of Jackson Water and Sewer System is requesting a 12% increase in water rates and 4% increase in sewer rates for the fiscal years 2021/2022 and 2022/2023. Baker Tilly Municipal Advisors, LLC, has calculated the water and sewer rates, to provide adequate funding for the water and sewer systems, including treatment facilities, collection and distribution systems, compliance with Lead & Copper Rule, capital improvement projects and losses in billable volumes. The proposed rate schedule provides for capital funding and lead service line replacement funding while maintaining secure balances in the water and sewer operation and maintenance funds.

BUDGETARY CONSIDERATIONS

This increase in water utility rates was calculated based on the projected budgets for 2021/22 and 2022/23 from each Water Department Fund activity, the Water Asset Management Plan Reserve Funding, lead service line replacement expenses and the losses in the billable volume by the Water System's largest user.

This increase in sewer utility rates was calculated based on the projected budgets for 2021/22 and 2022/23 from each Sewer Department Fund activity and the significant deficiencies found during the State of Michigan, Department of Environment, Great Lakes and Energy, Stormwater, Asset Management and Wastewater (SAW) Grant, completed by Fishbeck, Thompson, Carr & Huber in December 2020. Requiring necessary capital improvements at the Wastewater Treatment Plant and throughout the Collection System.

HISTORY, BACKGROUND and DISCUSSION

These revenues will be used to address current and future system requirements, including water and sewer work under the streets, treatment plant and pumping station improvements and the losses in billable volumes by the Water System's largest user. In addition, these revenues will be used to comply with the State of Michigan's Lead & Copper Rule by beginning the replacement of the lead service lines throughout the City's water system.

DISCUSSION OF THE ISSUE

The two most significant impacts to the City Water Fund is the mandate to comply with the State of Michigan Safe Drinking Water Act, Lead & Copper Rule and the substantial losses in billable volume when its largest user on the system decreases their usage volume by 80 percent.

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.

The City of Jackson water and sewer rates were last adjusted in fiscal year 2020/2021, and while we have slightly rising operation and maintenance costs, capital costs continue to increase. Capital costs include water main improvements, sewer main improvements, water and sewer pumping station upgrades, water tower maintenance and water and wastewater treatment plant upgrades and improvements. In addition to these costs, the City Water System must begin funding the lead service line replacements and faces the substantial losses in billable volumes.

The only method of funding water and sewer system operations and capital improvements is through water and sewer system user fees, and in order to keep up with system costs, including capital improvement costs and Lead & Copper Rule compliance, it can become necessary to increase user fees accordingly. Consideration must be given to the age and condition of the City's existing infrastructure, and the costs related to maintaining and improving the same.

POSITIONS

It is recommended to approve the proposed water and sewer rate resolution as presented for the 2021/2022 and 2022/2023 fiscal years.

ATTACHMENTS

RESOLUTION

BY THE CITY COUNCIL:

BE IT RESOLVED by the City Council, on May 25, 2021, pursuant to the authority conferred upon it by the Charter of the City of Jackson, Chapter 27, Article IV, Section 27-107 and 27-108 and Article VI, Section 27-186 of the City Code, that the rate schedules for FY 2021/22 and FY 2022/23 for all user charges billed by the City of Jackson Utility Billing Office shall be effective for all water and wastewater billings after July 1, 2021 and July 1, 2022, as follows:

1. Utility bills for water and wastewater shall be based on quarterly and/or monthly meter readings and billed quarterly and/or monthly.

2.(a) For the purpose of reading meters and rendering bills for service the City Manager, shall divide the City into three districts of approximately equal size, plus a fourth district which includes commercial and industrial accounts. The reading, billing and due date of the four districts being as follows:

<u>District</u>	<u>Read & Billing</u>	<u>Due Date</u>	<u>Past Due & Final Notice</u>	<u>Non-Pay** Shut-off</u>
No. 1	January April July October	February 20 May 20 August 20 November 20	March June September December	April 7 July 7 October 7 January 7
No. 2	February May August November	March 20 June 20 September 20 December 20	April July October January	May 7 August 7 November 7 February 7
No. 3	March June September December	April 20 July 20 October 20 January 20	May August November February	June 7 September 7 December 7 March 7
No. 4	Monthly	Monthly	Monthly	Monthly **(60 days past due)

**Non-pay shutoffs will begin after the 6th day of the month or after the bill is thirty (30) days past due. (See paragraph 11 of this resolution.)

INSIDE THE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

3. City water service charges will be based on the following rate schedules:

a. Billing Charge:

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2021/22	FY 2022/23
\$5.22 per bill	\$5.85 per bill

b. Readiness Charge:

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

	Daily Charge	Daily Charge
Meter Size	FY 2021/22	FY 2022/23
5/8"	0.28178	0.31559
3/4"	0.42264	0.47336
1"	0.70441	0.78894
1 1/2"	1.40883	1.57789
2"	2.25413	2.52463
3"	4.22651	4.73369
3" Turbine	4.93092	5.52263
4"	7.04417	7.88947
4" Turbine	8.45301	9.46737
6"	14.08832	15.77892
6" Turbine	17.61041	19.72366
8"	22.54133	25.24629
10" Turbine	40.85616	45.75890

c. Commodity Charge:

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates <i>(Rates shown per 100 cu.ft.)</i>	Water	Water
	FY 2021/22	FY 2022/23
All Consumption	\$3.73	\$4.18

ANNUAL CHARGES FOR
UNMETERED FIRE LINE SERVICES

4. Automatic sprinkling system and/or other unmetered fire service connections for lines which are directly connected to the City water distribution system shall be subject to the following “ready-to-serve” charges:

Service Size	FY 2021/22	FY 2022/23
2" or smaller	38.84518	43.50660
4"	77.69037	87.01321
6"	155.36886	174.01312
8"	194.21405	217.51974
Over 8"	233.05923	261.02634

This service is available to metered water customers only.

OUTSIDE THE CITY WATER RATES

5. Persons, firms or corporations owning or occupying premises outside the City of Jackson which receive their water supply from the City water distribution system not otherwise covered by contract, shall be subject to double rates, except that:

- a. Charges as are required above for ready-to-serve fire sprinkler connections or other unmetered fire service connections shall be the same regardless of whether the property is inside or outside the City limits; and
- b. Single rate charges shall apply to any publicly owned facilities operated within a public park, a portion of which is within the City’s borders.

INSIDE THE CITY WASTEWATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

6. City wastewater service charges shall be based upon the following schedules:

a. Billing Charge:

All user classifications shall be subject to a billing charge for meter reading and bill processing and other customer services. The user's billing charge is set forth as follows:

FY 2021/22	FY 2022/23
\$7.73 per bill	\$8.04 per bill

b. Readiness Charge:

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

FY 2021/22		FY 2022/23	
Daily Charge	OCDR*	Daily Charge	OCDR*
0.06761	0.13524	0.07031	0.14065
0.10143	0.20285	0.10549	0.21096
0.16904	0.33808	0.17580	0.35160
0.33808	0.67616	0.35160	0.70321
0.54092	1.08186	0.56256	1.12513
1.01426	2.02848	1.05483	2.10962
1.18328	2.36658	1.23061	2.46124
1.69041	3.38080	1.75803	3.51603
2.02848	4.05697	2.10962	4.21925
3.38080	6.76160	3.51603	7.03206
4.22600	8.45200	4.39504	8.79008
5.40927	10.81857	5.62564	11.25131
9.80433	19.60866	10.19650	20.39301

c. Commodity Charge:

All user classifications shall be subject to a commodity charge for recovering the costs of sewer system operation and maintenance, and replacement of equipment. The user's commodity charge shall be based on the volume of wastewater discharged during the current billing period.

Commodity Rates <i>(Rates shown per 100 cu.ft.)</i>	Wastewater	Wastewater
	FY 2021/22	FY 2022/23
All Consumption	\$2.22	\$2.31

EXTRA STRENGTH CHARGES FOR ALL CLASSES
INSIDE & OUTSIDE THE CITY

7. Extra strength charges apply to all users - residential, commercial and industrial. For recovering the cost of treating wastewater which is permitted for discharge into the City wastewater treatment facilities, but which has extra strength properties, a surcharge shall be assessed upon the user as follows for FY 2020/21:

- a. \$0.1447 per pound of suspended solids when suspended solids concentration is greater than 250 mg/l.
- b. \$0.2308 per pound of BOD₅ when the BOD₅ concentration is greater than 250 mg/l.
- c. \$0.7565 per pound of TKN when the TKN concentration is greater than 40 mg/l.
- d. \$2.6808 per pound of total phosphorus when the total phosphorus concentration is greater than 10 mg/l.

OUTSIDE THE CITY WASTEWATER RATES

8. Persons, firms or corporations owning or occupying premises outside the City of Jackson which discharge wastewater to the City wastewater treatment facilities, not otherwise covered by a service agreement, shall be subject to service charges as follows:

- a. If the discharge passes through the City’s wastewater collection system prior to treatment and the individual user has a City-read meter, the service charges shall be the same as the City service charges set forth in paragraphs 6 and 7 of this resolution, except that the readiness to serve charge, to cover the user’s share of the debt service, shall be double that for City users.
- b. If the discharge passes through the City’s wastewater collection system and is unmetered, the service charges shall be determined by the following:

	<u>FY 2021/22</u>	<u>FY 2022/23</u>
Commodity Charge per Facility Unit of:	\$59.57 per bill	\$61.95 per bill
Billing Charge of:	\$7.73 per bill	\$8.04 per bill

Plus double the City readiness charge for the equivalent size meter. (For unmetered accounts inside the City, the readiness charge will equal the City rate.)

* For purpose of this resolution, a “facility unit” means the amount of wastewater discharge from a residential dwelling. The City Manager may determine the number of facility units attributable to a service according to standard discharges from wastewater contributors therein.

OTHER CHARGES

9. Additional charges equal to the actual expense incurred by the City shall be billed to and paid by any user when it is necessary to collect and analyze wastewater samples discharged by the user, to remove or treat prohibited material discharged by the user, or to clean or repair wastewater facilities or any part thereof as a result of the user's discharge.
10. All water and wastewater bills shall be subject to a late charge of 10 percent if payment is not received in the office of the City Treasurer on or before the due date thereof.
11. In case any person shall, for the space of thirty (30) days after its water and wastewater service bill has become due and payable, refuse or neglect to pay the same, it shall be the duty of the City Manager to cause the water and/or wastewater service to be discontinued. Service shall not be restored until all arrears in water and wastewater service charges are paid in full, together with Thirty Five and 00/100 Dollars (\$35.00) to cover expenses of office and/or field procedures associated with final notices for shutting off and/or turning on the water. The \$35.00 charge will also be assessed when the Department attempts but is unable to turn the water off after the account is 30 days in arrears. If the turn on is not during regular working hours, the cost will include both the Thirty Five and 00/100 (\$35.00) charge plus the charge for overtime calls made by the Water Department. All past due water and wastewater bills shall be collected as provided by law.
12. In the event the City adds an interest/late charge to any unpaid delinquent invoice for water and wastewater related services, it shall be added as an assessable cost when and if said invoice is placed on a special assessment roll by the City Clerk.
13. This resolution, upon its effective date, shall supersede and repeal all prior resolutions establishing or amending water and wastewater service charges to the extent each conflicts herewith.
14. This resolution shall take effect May 25, 2021, provided it has been published in accordance with the provisions of Chapter 27 of the Code of the City of Jackson.

* * * * *

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

I, Andrea Muray, Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council on May 25, 2021.

IN WITNESS WHEREOFF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, this 26th day of May, 2021.

Derek J. Dobies, Mayor

Andrea Muray, City Clerk

BLACKMAN TOWNSHIP

Contract District Customer

Effective for all water billings after June 30, 2021

Blackman water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2021/22	FY 2022/23
\$8.35 per bill	\$9.36 per bill

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

	Daily Charge	Daily Charge
Meter Size	FY 2021/22	FY 2022/23
5/8"	0.45085	0.50494
3/4"	0.67622	0.75738
1"	1.12706	1.26230
1 1/2"	2.25413	2.52462
2"	3.60661	4.03941
3"	6.76242	7.57390
3" Turbine	7.88947	8.83621
4"	11.27067	12.62315
4" Turbine	13.52482	15.14779
6"	22.54131	25.24627
6" Turbine	28.17666	31.55786
8"	36.06613	40.39406
10" Turbine	65.36986	73.21424

c. Commodity Charge: (City rates x 125%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates	Water	Water
<i>(Rates shown per 100 cu.ft.)</i>	FY 2021/22	FY 2022/23
All Consumption	\$4.66	\$5.23

LEONI TOWNSHIP
Contract District Customer
Effective for all water billings after June 30, 2021

Leoni water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 175%)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2021/22	FY 2022/23
\$9.14 per bill	\$10.24 per bill

b. Readiness Charge: (City rates x 175%)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

	Daily Charge	Daily Charge
Meter Size	FY 2021/22	FY 2022/23
5/8"	0.49312	0.55228
3/4"	0.73962	0.82838
1"	1.23272	1.38065
1 1/2"	2.46545	2.76131
2"	3.94473	4.41810
3"	7.39639	8.28396
3" Turbine	8.62911	9.66460
4"	12.32730	13.80657
4" Turbine	14.79277	16.56790
6"	24.65456	27.61311
6" Turbine	30.81822	34.51641
8"	39.44733	44.18101
10" Turbine	71.49828	80.07808

c. Commodity Charge: (City rates x 175%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates	Water	Water
<i>(Rates shown per 100 cu.ft.)</i>	FY 2021/22	FY 2022/23
All Consumption	\$6.53	\$7.32

SUMMIT TOWNSHIP
Contract District Customer
Effective for all water billings after June 30, 2021

Summit water service charges will be based on the following rate schedules:

a. Billing Charge: (Same as City rate)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2021/22	FY 2022/23
\$5.22 per bill	\$5.85 per bill

b. Readiness Charge: (Same as City rate)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

	Daily Charge	Daily Charge
Meter Size	FY 2021/22	FY 2022/23
5/8"	0.28178	0.31559
3/4"	0.42264	0.47336
1"	0.70441	0.78894
1 1/2"	1.40883	1.57789
2"	2.25413	2.52463
3"	4.22651	4.73369
3" Turbine	4.93092	5.52263
4"	7.04417	7.88947
4" Turbine	8.45301	9.46737
6"	14.08832	15.77892
6" Turbine	17.61041	19.72366
8"	22.54133	25.24629
10" Turbine	40.85616	45.75890

c. Commodity Charge: (City rates x 137.5%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates	Water	Water
<i>(Rates shown per 100 cu.ft.)</i>	FY 2021/22	FY 2022/23
All Consumption	\$5.13	\$5.75

OUTSIDE CITY WATER RATES FOR
RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USERS

Effective for all water billings after June 30, 2021

As noted in paragraph 5 of this resolution, all users owning or occupying premises outside the City of Jackson whom receive their water supply from the City water distribution system, not otherwise covered by contract, shall be subject to double rates.

Outside City water rates will be based on the following rate schedules:

a. Billing Charge: (City rate x 200%)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2021/22	FY 2022/23
\$10.44 per bill	\$11.70 per bill

b. Readiness Charge: (City rates x 200%)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

	Daily Charge	Daily Charge
Meter Size	FY 2021/22	FY 2022/23
5/8"	0.56356	0.63118
3/4"	0.84528	0.94672
1"	1.40882	1.57788
1 1/2"	2.81766	3.15578
2"	4.50826	5.04926
3"	8.45302	9.46738
3" Turbine	9.86184	11.04526
4"	14.08834	15.77894
4" Turbine	16.90602	18.93474
6"	28.17664	31.55784
6" Turbine	35.22082	39.44732
8"	45.08266	50.49258
10" Turbine	81.71232	91.51780

c. Commodity Charge: (City rates x 200%)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates	Water	Water
<i>(Rates shown per 100 cu.ft.)</i>	FY 2021/22	FY 2022/23
All Consumption	\$7.46	\$8.36

MICHIGAN DEPT. OF CORRECTIONS
Contract District Customer
Effective for all water billings after June 30, 2021

Mich. Dept. of Corrections water service charges will be based on the following rate schedules:

a. Billing Charge: (City rate x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a billing charge for meter reading and bill processing. The user's billing charge is set forth as follows:

FY 2021/22	FY 2022/23
\$8.35 per bill	\$9.36 per bill

b. Readiness Charge: (City rates x 160%) (60% forwarded to Blackman Township)

All user classifications shall be subject to a readiness charge for recovering capital improvement costs. The user's readiness charge shall be based upon the meter size. Rates for each user classification are set forth as follows:

Meter Size	Daily Charge FY 2021/22	Daily Charge FY 2022/23
5/8"	0.45085	0.50494
3/4"	0.67622	0.75738
1"	1.12706	1.26230
1 1/2"	2.25413	2.52462
2"	3.60661	4.03941
3"	6.76242	7.57390
3" Turbine	7.88947	8.83621
4"	11.27067	12.62315
4" Turbine	13.52482	15.14779
6"	22.54131	25.24627
6" Turbine	28.17666	31.55786
8"	36.06613	40.39406
10" Turbine	65.36986	73.21424

c. Commodity Charge: (City rates)

All user classifications shall be subject to a commodity charge to cover the costs of distribution system operation and maintenance, and the replacement of equipment. The user's commodity charge will be based upon the volume of water used during the current billing period. The commodity rate is set forth as follows:

Commodity Rates	Water	Water
<i>(Rates shown per 100 cu.ft.)</i>	FY 2021/22	FY 2022/23
All Consumption	\$3.73	\$4.18

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.

MEMORANDUM

TO: Jackson City Council
FROM: Councilman Will Forgrave
DATE: May 13, 2021
SUBJECT: Neighborhood Communications & Notifications 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 Communications & Notifications Ordinance that encourages neighbors to actively engage in city affairs, and provide for access to information to help neighborhoods understand local issues and opportunities.

Due to the potential impact of new development and redevelopment upon neighborhoods, it can be useful if developers coordinate major proposals and plans with affected area residents. 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 policy for notifying and communication with area residents would promote improved communications between neighborhoods and city government.

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 Communications & Notifications 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. – COMMUNICATIONS & NOTIFICATIONS

Sec. 8-25. - Title.

This article may be cited as the "Neighborhood Communications & Notifications Ordinance."

Sec. 8-26. - Findings and purpose.

- a. Due to the potential impact of new development and redevelopment upon neighborhoods, it can be useful if developers as well as City staff coordinate major proposals and plans with area residents.
- b. The purpose of this Article is to meet the needs specified by the above legislative findings, while not limiting the rights of any person 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:

Area resident means a City of Jackson property owner whose property lies within one-quarter mile of a pending development or redevelopment project

Development or Redevelopment Project means any project requiring a site plan and development or redevelopment agreement between applicants and the City of Jackson

Changes in Services means any city project which will have a direct, significant impact on area residents, such as 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, etc.

Words not defined herein, but defined in Chapter 28, Sec. 28-5, are to be construed as defined therein.

Sec. 8-28. - Responsibilities of the city.

- a. The City Manager's Office shall make reasonable attempts to give mailed notice of development or redevelopment projects to area residents. Notification shall be mailed when the site application is filed. The City Manager shall make reasonable attempts to mail such residents and property owners 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's Office shall make reasonable attempts to give area residents prior mailed notification of pending major city development and redevelopment projects and changes in services by the city.
- c. The city shall mail or email initial responses within ten days of receipt of any correspondence received from any area resident or property owner that requests an answer, definition, or status of any city development or redevelopment project within one-quarter mile of that area resident or property owner's property.

Sec. 8-29. - 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 area resident or property owner.
- b. Certified letters, return receipt requested, mailed to property addresses within one-quarter mile of the proposed development 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 area residents shall be grounds for an area resident to request deferral of a hearing, where hearings are required by code.

Sec. 8-30. - 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. 8-31—8-40. - Reserved.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: Construction Work at Jackson Police Department

Recommendation:

Award bid to Integrity Interiors for the construction project at the front entrance of the Jackson Police Department.

Attached is a memorandum from Director Elmer Hitt regarding the need for repairs to the front entrance of the Police Department.

I recommend awarding the bid to Integrity Interiors. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Elmer J. Hitt, Director of Police and Fire Services
DATE: May 25, 2021
RECOMMENDATION: Award Bid to Integrity Interiors

EH

SUMMARY

The Jackson Police Department's front entrance, including the stairs and ramp leading into the building, is in dire need of repair. Bids were received from Integrity Interiors (\$143,732) and RW Mercer (\$215,397).

BUDGETARY CONSIDERATIONS

The project will be split into two phases; the first phase will be completed in fiscal year 20/21, which will include the bulk of the work. The second and final phase will be completed in fiscal year 21/22. Public Improvement Funds are available in both fiscal years for this project.

HISTORY, BACKGROUND and DISCUSSION

In 2020, the Michigan Municipal League Liability Property Pool conducted a routine insurance coverage review. The MML recommended repairs of the police department's entrance at that time.

DISCUSSION OF THE ISSUE

In order to ensure the safety of the visitors and citizens who come to the Jackson Police Department, the front entrance must be safe for use. This project will ensure the steps and ramp of the main entrance will be free of trip hazards and debris caused by the breakdown of the aging concrete.

POSITION

I recommend awarding the bid to Integrity Interiors.

ATTACHMENTS

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA DOCUMENT A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

INTEGRITY INTERIORS INC.
622 E Cesar E Chavez Ave
Lansing, MI 48906

as Principal, hereinafter called the Principal, and

Fidelity & Deposit Co of Maryland
1400 American Lane
Schaumburg, IL 60196

A Corporation duly organized under the laws of the State of IL as Surety, Hereinafter called the Surety, are held and firmly bound unto

City of Jackson
161 W Michigan Ave, Jackson, MI

as Oblige, hereinafter called the Oblige, in the sum of

5% of the accompanying bid Dollars (\$-----5%-----),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

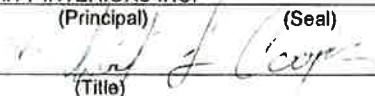
Jackson Police Dept Stair & Ramp Replacement

NOW, THEREFORE, If the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

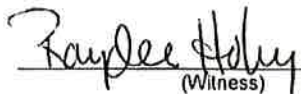
Signed and sealed this 11th day of May, 2021



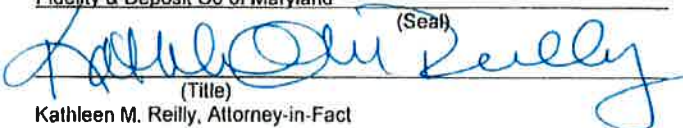
(Witness)

INTEGRITY INTERIORS INC.
(Principal) (Seal)


(Title)



(Witness)

Fidelity & Deposit Co of Maryland
(Seal)


(Title)
Kathleen M. Reilly, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, John G. GROWNEY, Renee MURANY, Barry L. HUNT, Kathleen M. REILLY, of Clarkston, Michigan, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of August, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 20th day of August, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of May, 2021.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsclaims@zurichna.com
800-626-4577

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: 5-11-2021

In compliance with your invitation for bids dated **April 27, 2021** to perform **JACKSON POLICE DEPARTMENT STAIR AND RAMP REPLACEMENT**

in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
doing business as _____
at _____
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of Integrity Interiors, Inc.
organized and existing under the laws of the State of Michigan
with offices at Main: 1622 E. Cesar E Chavez Ave, Lansing
(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-3531260

(Corporate Seal, if applicable)

Name of Bidder: Bob Cooper

Signed By: [Signature]

Its: Partner

BID SHEET

DATE: 5-11-2021

PROPOSAL FOR: JACKSON POLICE DEPARTMENT STAIR AND RAMP REPLACEMENT

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date

SCHEDULE OF BID PRICES NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.
--

ITEM NO	DESCRIPTION	TOTAL COST
1	Base bid for project based on the specifications	103,300.00
TOTAL BASE BID WRITTEN OUT: ONE HUNDREDS THREE THOUSANDS THREE HUNDRED + ⁰⁰ / ₁₀₀		
2	MANDATORY ALTERNATE BID: Extra demolition and streetscape work east of the work described in the site layout plan.*contingent upon funding.	39,432 ⁰⁰

MANDATORY ALTERNATE BID WRITTEN OUT: <i>THIRTY NINE THOUSAND FOUR HUNDRED THIRTY TWO ⁰⁰ / 100</i>	
TOTAL BID (BASE BID PLUS MANDATORY ALTERNATE)	<i>142,732⁰⁰</i>
TOTAL BID (BASE BID PLUS MANDATORY ALTERNATE) WRITTEN OUT: <i>ONE HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED THIRTY TWO</i>	

Bidder's Name:	<i>Integrity Interiors, Inc</i>
Address:	<i>622 E. Cesar E. Chavez Ave</i>
City, State, Zip:	<i>Lansing, MI 48906</i>
Telephone:	<i>517-332-8457</i>
Fax:	<i>517-332-8458</i>
Email Address:	<i>bcooper@integrity-interiors.com</i>
Federal ID Number:	<i>38-3531260</i>
Bid Signed By:	<i>Bob Cooper</i> Print or Type
Title:	<i>PARTNER</i>

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By *Bob Cooper* Its *PARTNER*

CONTRACT COMPLIANCE

DATE: April 27, 2021
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

Bob Cooper certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment Bob Cooper understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: 5-11-2021

By: Bob Cooper/Integrity Interiors
(Bidder's Name)

By: 
(Signature)

By: Partner
(Title)

622 E. Cesar E. Chavez Ave
Address

Lansing
City

MI ~~48879~~ 48906
State and Zip

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.
5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

- (a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.
- (2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.
- (3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER:

Integrity Interiors, Inc

ADDRESS:

122 E Cesar E Chavez Ave

LANSING, MI 48906

SIGNED BY:



TITLE:

Bob Cooper, Partner

DATE:

5-11-2021

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: 5-11-2021

By: Integrity Interiors Inc
(Bidder's Name)

By: 
(Signature)

By: Bob Coper, Partner
(Title)

Address Integrity Interiors, Inc.

Building with Integrity
622 E. Cesar E Chavez Ave
Lansing, Michigan 48906

City _____

State and Zip _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF MICHIGAN)

ss

COUNTY OF Ingham)

Bob Cooper, being first duly sworn, deposed and says that:

1. He is Partner of, Integrity Interiors Inc the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Integrity Interiors, Inc.

Building with Integrity
622 E. Cesar E Chavez Ave
Lansing, Michigan 48906

Dated: 5-11-2021

By: _____
(Company)

By: Bob Cooper
(Title)

Subscribed and sworn to before me, a Notary Public, this 11 day of May, 2021.

Danielle Speirs

Notary Public, Shiawassee County, Michigan
My commission expires: 11/16/27

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

I, Bob Cooper an authorized representative of Integrity Interiors Inc am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated 5-11-2021


Signature _____



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name <u>Integrity Interiors Inc</u>	Company <u>Bob Cooper</u>
Telephone <u>517-332-8457</u>	Email Address <u>bcooper@integrity-interiors.com</u>

Contract or matter pending with the City:

I, Bob Cooper, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

¹ Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

² Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

None of the above apply.

Dated: 5/11/21


Signature Bob Cooper

STATE OF MICHIGAN)
 Ingham) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 11 day of May, 2021,
By Danielle Speirs

Danielle Speirs
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Shiawassee
My Commission Expires November 16, 2027
Acting in the County of Ingham

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: Approve a Resolution to Exercise the City of Jackson's Right of First Refusal under PA 123 of 1999

Recommendation:

Approve a Resolution to Exercise the City of Jackson's Right of First Refusal under PA 123 of 1999.

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, recommending City Council exercise its Right of First Refusal for two (2) properties and decline the remaining 2021 tax foreclosed parcels in its jurisdiction at this time.

I recommend approval of the Resolution exercising the City's Right of First Refusal under PA 123 of 1999. 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 25, 2021

RECOMMENDATION: Approve a Resolution to Exercise the City of Jackson's Right of First Refusal under PA 123 of 1999

SUMMARY

Requested action is for City Council to approve a Resolution to exercise the City of Jackson's Right of First Refusal under PA 123 of 1999 for two (2) properties and decline its right for the remaining 44 properties identified on Exhibit A of the Resolution.

BUDGETARY CONSIDERATIONS

A local developer has requested the City exercise its right of first refusal to acquire 221 N Grinnell Street to further its ongoing economic development activity. The City's cost to acquire this parcel will be fully refunded in exchange for a deed transferring ownership to the developer.

A second parcel is an 11.66 acre vacant lot in the northeast corner of Ward 3. It is contiguous with 28.88 acres currently under City control, bringing the total number of acres in this area to 40.54 acres.

HISTORY, BACKGROUND and DISCUSSION

On or about April 1, 2021, the Jackson County Treasurer foreclosed on 46 properties within the City of Jackson for non-payment of 2018 and prior property taxes. Under PA 123 of 1999, the State of Michigan has first right of refusal of all tax foreclosed properties within its counties, with the local unit of government having subsequent right of first refusal.

A significant change was made to Michigan's tax law at MCL 211.78m which states a city, village, township, or city authority may purchase foreclosed property located within that city, village, township, or area of the city authority included in the judgment and subject to sale by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property. Dissecting its impact on the City's ability to acquire properties during its right of first refusal further, any party who had an interest in the property at the time of foreclosure may file a claim by July 1. A party can be the prior owner, bank, or any entity owed money. Historically, if the City exercised its initial right of first refusal, it only had to pay the back taxes plus all penalties, interest, and administrative costs associated with the property. With this change, if a party with an interest in the property files a claim by July 1, the City would be required to pay the fair market value, which is two times the current State Equalized Value (SEV).

As of May 5, 2021, the amount of taxes owed to the Jackson County Treasurer for 221 N Grinnell Street for the years 2015 through 2020 is \$16,698.37; the SEV is \$33,450, equating to a fair market value of \$66,900. If no claim is made against the property by July 1, the City will be required to pay \$16,698.37 plus additional normal costs as may accrue until acquired, such as maintenance needs. If a party who has an interest in the property does file a claim by July 1, the acquisition cost would be \$66,900. Again, the total cost of acquisition will be fully reimbursed by the developer.

The vacant lot in Ward 3 is zoned I-2 (General Industrial District) and has outstanding taxes of \$2,567.82 as of May 5, 2021. The SEV for this parcel is \$34,000, making the fair market value \$68,000.

DISCUSSION OF THE ISSUE

The County Treasurer will hold two tax auctions in late summer/early fall 2021. The City will have another opportunity to acquire parcels not sold at the tax auctions before the end of 2021.

POSITIONS

Requested action is for City Council to exercise its right of first refusal to acquire two (2) parcels and decline its right for the remaining 44 properties identified in Exhibit A of the Resolution.

ATTACHMENTS

- Resolution

Exhibit A

To the City of Jackson's Resolution to Forgo Right of First Refusal

PIN	Address	PIN	Address
1	1-020900000 233 W TRAIL ST	23	4-163300000 181 W PROSPECT ST
2	1-034400000 606 N BLACKSTONE ST	24	4-1638.1000 S JACKSON ST
3	1-034800000 309 TAYLOR ST	25	5-103600000 1004 PIGEON ST
4	1-054800000 314 HILL ST	26	5-122100000 238 E HIGH ST
5	2-034500000 127 N THOMPSON ST	27	5-152000000 W ADDISON ST
6	2-0896.1000 430 N BLACKSTONE ST	28	5-164700000 113 E ROBINSON ST
7	2-094300000 429 W GANSON ST	29	5-171700000 113 E MANSION ST
8	2-104700000 511 OAKHILL AVE	30	6-052000000 1516 PLYMOUTH ST
9	3-250900000 749 W HIGH ST	31	6-053700000 310 SUMMIT AVE
10	3-254200000 722 RANDOLPH ST	32	6-099200000 1612 CHAPIN ST
11	4-022300000 222 W FRANKLIN ST	33	6-099800000 1700 CHAPIN ST
12	4-026100000 511 S BLACKSTONE ST	34	6-183400000 1613 CHLEBUS ST
13	4-031800000 320 W FRANKLIN ST	35	7-008100000 624 OAK ST
14	4-048600000 809 S BLACKSTONE ST	36	7-010600000 208 E TRAIL ST
15	4-065700000 1005 S JACKSON ST	37	7-027800000 405 BURR ST
16	4-098600000 1211 S JACKSON ST	38	7-089700000 519 N EAST AVE
17	4-106200000 LINWOOD AVE	39	7-117100000 140 BATES ST
18	4-106300000 W HIGH ST	40	7-122900000 129 N GORHAM ST
19	4-1484.1000 1510 S JACKSON ST	41	8-014100000 N DWIGHT ST
20	4-148500000 GRISWOLD ST	42	8-051000000 1602 E GANSON ST
21	4-148600000 GRISWOLD ST	43	8-184400000 N WATERLOO AVE
22	4-157200000 130 W ROBINSON ST	44	8-261800000 1504 NEWTON ST

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: **Recommendation of Approval of the First Renewal of the 2020 Pavement Marking Contract**

Recommendation:

Approval of the first renewal of the 2020 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of \$73,308.00, 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, requesting renewal of the City's Pavement Marking Contract for the 2021 construction season.

I recommend approval of the renewal as requested. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: May 25, 2021

RECOMMENDATION: Approval of the first renewal of the 2020 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of \$73,308.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On September 8, 2020, City Council approved the award of the 2020 Pavement Marking Contract to PK Contracting, Inc. of Troy, Michigan in the amount of \$73,308.00. This contract is subject to two 1-year renewal at the same unit prices as the original contract. PK Contracting, Inc. has submitted the attached letter indicating their desire to renew the contract to provide pavement marking services for the 2021 construction season.

BUDGETARY CONSIDERATIONS

This project will be paid for out of Major Street Traffic Service funds.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson has approximately 55 miles of major streets on which pavement markings must be maintained for the safety of motorists. The project consists of long line painting on major streets along with markings for crosswalks, stop bars, bike symbols, railroad symbols and turn arrows.

We plan to paint the long lines annually and replace the plastic symbols as needed.

POSITIONS

In concurrence with the Purchasing Agent, it is Engineering's recommendation that the first renewal of the 2020 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan, in the estimated amount of \$73,308.00 be approved, and the Mayor and City Clerk be authorized to execute the appropriate document(s).

ATTACHMENTS

**MAIN OFFICE**

1965 Barrett Drive
Troy, MI 48084-5372
PHONE 248-362-2130
FAX 248-362-4969

West MI Office

8139 Douglas Ave
Kalamazoo, MI 49009
PHONE 269-385-3222
FAX 269-385-3264

North MI Office

6344 Blue Road (M-55)
Lake City, MI 49651
PHONE 231-839-4430
FAX 231-839-4737

Central MI Office

3900 S. US-27
St. Johns, MI 48879
PHONE 989-292-4400
FAX 989-292-4401

April 28, 2021

To: City of Jackson

Attn: Laura North

P.K. Contracting, Inc. agrees to renew the Pavement Marking contract with the City of Jackson from the 2020 contract. It is understood that by renewing the contract, all quantities and materials will remain the same as in 2020.

Thanks,

Nicholas C. Shea
Vice President

CITY COUNCIL MEETING
May 25, 2021

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 25, 2021
SUBJECT: PROPOSED ANNUAL BUDGET RESOLUTION FOR FISCAL YEAR 2021/22

Recommendation:

Adoption of Annual Budget Resolution for Fiscal Year 2021/22.

Attached is a memo from Philip Hones regarding the adoption of the proposed Annual Budget Resolution.

I recommend adoption of this Resolution. Your consideration and concurrence is appreciated.

PHB

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Philip Hones, Finance Director
DATE: May 25, 2021
RECOMMENDATION: **Adoption of Annual Budget Resolution Fiscal Year 2021/22:**

SUMMARY

Attached is the proposed Annual Budget Resolution for fiscal year 2021/22 which is scheduled for adoption at the City Council meeting of May 25th.

The Annual Budget Resolution:

- 1) Adopts the fiscal year 2021/22 budget for all City funds (except for the CDBG Funds, which are adopted separately),
- 2) Amends the current fiscal year 2020/21 budget to those amounts projected, and
- 3) Orders the levy of City tax rates on the taxable value of all classes of property.

BUDGETARY CONSIDERATIONS

This Annual Budget Resolution adopts the City Budget for 2021/22 and amends the current year 2020/21, budget as indicated above.

HISTORY, BACKGROUND and DISCUSSION

Section 13.3 of the City Charter requires that the City Manager “shall prepare and submit to the mayor and the council, on or before the first regular council meeting of May in each year, a recommended annual budget covering the next fiscal year.” The City Council's responsibilities, as provided by City Charter Section 13.4 and 13.5, are as follows:

- A. To hold a public hearing on the recommended budget, notice of which shall be published at least five days prior to the hearing (*Notice of the Public Hearing was published 4/29/21; the Public Hearing was held 5/11/21*).
- B. No sooner than seven (7) days after the public hearing, but not later than May 31st, adopt, by resolution, the annual budget for the next fiscal year. (*Adoption of this Resolution will meet this requirement*).
- C. Publish the annual budget resolution, as adopted, on or before July 1st of each year.

DISCUSSION OF THE ISSUE

The Annual Budget Resolution submitted for adoption includes Attachment A, revenue summary and Attachment B, expenditure summary, which are, with the exception noted below, as contained in the City Manager's "**Proposed Budget for the Fiscal Year Ended June 30, 2022**" notebook.

Attachment B was amended to contain the addition of \$ 17,250 to the current projected budget for the General Fund - Civic Affairs budget. This changed the projected budget from \$ 75,467, as shown in the Proposed Budget notebook, to \$ 92,717. The additional funds are to cover the anticipated expenses for the clean-up program scheduled for May 8th through the 15th. Attached is a memo requesting additional funds for this program.

POSITIONS

Recommend adoption of the Annual Budget Resolution.

ATTACHMENTS

ANNUAL BUDGET RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, prior to the first regular council meeting in May, the City Manager has submitted to the City Council an estimate of the revenues and expenditures of the City of Jackson for the period from July 1, 2021, through June 30, 2022, from detailed information furnished to him by the several departments of the City, and has made recommendations as to the amounts to be appropriated to each of the various funds provided for in the City Charter, and

WHEREAS, the City Council has prepared an Annual Budget for said period which is annexed hereto, and held a duly scheduled public hearing at least seven days prior to the consideration of this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Annual Budget of the City for the period from July 1, 2021 to June 30, 2022, including Attachment A, revenue summary, and Attachment B, expense summary, representing the various budgetary centers as defined by P.A. 621 of 1978, as last amended, is hereby adopted;

BE IT FURTHER RESOLVED, that the current fiscal year 2020/21 budget be amended to those amounts reflected in the 2020/21 Projected column as contained in those Attachments A and B.

BE IT FURTHER RESOLVED, that it is ordered that an ad valorem property tax as set forth below be levied upon the taxable valuation of all taxable real and personal property in the City of Jackson, which is estimated to be \$ 647,314,753.

BE IT FURTHER RESOLVED, that it is ordered that a tax as set forth below be levied upon the taxable valuation of all industrial property qualified under Act 198 of 1974, property qualified under the Neighborhood Enterprise Zone classification, property qualified under the Land Bank Authority classification, qualified under the Renaissance Zone classification and property qualified under the Obsolete Property Rehabilitation Act (O.P.R.A.) in the City of Jackson, which is estimated to be \$ 2,122,386.

General Operating	6.7158 mills
Public Improvements	1.9187 mills
City Hall Debt	1.0000 mills
State Act 345 Police and Fire Pension	<u>9.6100 mills</u>
	<u>19.2445 mills</u>

* * * * *

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 25th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto
affixed my signature and the Seal of the City
of Jackson, Michigan, on this 26th day of
May, 2021.

_____ City Clerk

Attachment A
Revenue Summary for Fiscal Year 2021/22

Fund	2018/19 Actual	2019/20 Actual	2020/21 Budget	2020/21 Projected	2021/22 Proposed	2021/22 Adopted
101 General Fund:						
Property Taxes	8,705,148	9,870,857	10,287,285	10,170,123	10,411,253	10,411,253
Income Taxes	9,882,250	9,056,222	7,300,000	7,301,000	8,020,000	8,020,000
Licenses And Permits	258,778	314,806	246,025	233,455	241,325	241,325
Federal Grants	23,551	10,923	18,120	21,875	15,614	15,614
State Grants	7,493	5,227	7,700	5,816	6,110	6,110
State Revenue Sharing	4,657,527	4,399,955	4,546,740	4,838,569	4,789,762	4,789,762
Charges For Services	1,453,405	1,463,195	1,188,030	1,189,871	1,226,259	1,226,259
Fines And Forfeits	398,997	862,897	578,400	200,300	252,150	252,150
Interest & Miscellaneous	198,500	169,263	187,481	164,792	155,000	155,000
Contributions From Other Funds	141,481	145,883	145,000	3,552,778	2,036,750	2,036,750
Miscellaneous	481,734	199,360	1,523,440	1,493,343	186,430	186,430
	<u>26,208,864</u>	<u>26,498,588</u>	<u>26,028,221</u>	<u>29,171,922</u>	<u>27,340,653</u>	<u>27,340,653</u>
102 Budget Stabilization Fund						
Interest	35,012	33,808	36,000	36,000	36,000	36,000
	<u>35,012</u>	<u>33,808</u>	<u>36,000</u>	<u>36,000</u>	<u>36,000</u>	<u>36,000</u>
151 Cemetery Perpetual Maintenance:						
Charges For Goods And Services	26,590	32,349	32,000	32,846	32,846	32,846
Investment income	47,267	45,325	47,000	45,500	45,500	45,500
	<u>73,857</u>	<u>77,674</u>	<u>79,000</u>	<u>78,346</u>	<u>78,346</u>	<u>78,346</u>
155 Ella W. Sharp Endowment:						
Investment income	38,333	49,536	24,000	17,000	24,000	24,000
	<u>38,333</u>	<u>49,536</u>	<u>24,000</u>	<u>17,000</u>	<u>24,000</u>	<u>24,000</u>
160 Lloyd E. Mount Endowment:						
Investment income	9,237	18,997	7,000	6,100	7,000	7,000
	<u>9,237</u>	<u>18,997</u>	<u>7,000</u>	<u>6,100</u>	<u>7,000</u>	<u>7,000</u>
202 Major Street:						
Federal & State Grants	2,379,378	3,156,215	3,087,060	1,582,093	4,716,801	4,716,801
State Gas & Weight Tax	3,051,344	3,188,216	3,000,000	3,000,000	3,100,000	3,100,000
State Trunkline Maintenance	107,889	66,371	206,927	210,865	212,178	212,178
Interest & Miscellaneous	280,642	288,939	251,714	266,906	193,500	193,500
Contributions From Other Funds	4,040,980	3,788,662	2,953,867	2,883,783	455,355	455,355
	<u>9,860,233</u>	<u>10,488,403</u>	<u>9,499,568</u>	<u>7,943,647</u>	<u>8,677,834</u>	<u>8,677,834</u>
203 Local Street:						
State Gas & Weight Tax	926,084	967,180	775,000	775,000	825,000	825,000
State MDOT Supplemental	464,550	0	0	0	0	0
Interest & Miscellaneous	31,697	25,536	31,473	22,973	1,500	1,500
Contributions From Other Funds	3,217,199	650,476	1,395,837	1,047,214	1,679,588	1,679,588
	<u>4,639,530</u>	<u>1,643,192</u>	<u>2,202,310</u>	<u>1,845,187</u>	<u>2,506,088</u>	<u>2,506,088</u>
208 Ella W. Sharp Park Operating:						
General	426,581	394,232	483,600	503,600	488,100	488,100
Golf Practice Center:	0	0	39,500	38,000	36,500	36,500
Sharp Park Mini-Golf Course	105,818	82,222	125,000	113,500	124,000	124,000
Parks & Facilities Maintenance	237,725	205,703	200,500	173,100	196,000	196,000
	<u>770,124</u>	<u>682,157</u>	<u>848,600</u>	<u>828,200</u>	<u>844,600</u>	<u>844,600</u>
245 Public Improvement:						
Property Taxes	1,130,622	1,186,374	1,177,400	1,155,432	1,171,500	1,171,500
Interest	15,574	15,504	10,000	10,000	10,000	10,000
	<u>1,146,196</u>	<u>1,201,878</u>	<u>1,187,400</u>	<u>1,165,432</u>	<u>1,181,500</u>	<u>1,181,500</u>
246 Cortland St. Redevelopment Projects:						
Miscellaneous-Donations	300,000	0	74,640	498,850	0	0
Contributions From Other Funds	1,966,301	1,073,881	24,000	0	0	0
	<u>2,266,301</u>	<u>1,073,881</u>	<u>98,640</u>	<u>498,850</u>	<u>0</u>	<u>0</u>

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Fund	2018/19 Actual	2019/20 Actual	2020/21 Budget	2020/21 Projected	2021/22 Proposed	2021/22 Adopted
249 Building Department:						
Licenses, Permits & Fees	579,778	582,592	472,500	512,500	492,500	492,500
Interest & Miscellaneous	8,145	10,161	31,398	29,398	2,000	2,000
	<u>587,923</u>	<u>592,753</u>	<u>503,898</u>	<u>541,898</u>	<u>494,500</u>	<u>494,500</u>
251 Housing Code Enforcement:						
Charges For Goods And Services	1,108,058	733,064	1,005,000	840,000	880,000	880,000
Interest & Miscellaneous	76,930	56,476	120,049	101,549	63,000	63,000
Contributions From Other Funds	0	166,000	212,300	225,000	225,000	225,000
	<u>1,184,988</u>	<u>955,540</u>	<u>1,337,349</u>	<u>1,166,549</u>	<u>1,168,000</u>	<u>1,168,000</u>
252 Building Demolitions:						
Demolitions	158,757	116,393	0	149,805	0	0
Interest & Miscellaneous	1,996	1,003	1,000	1,500	1,500	1,500
Contributions From Other Funds	875,000	0	0	0	0	0
	<u>1,035,753</u>	<u>117,396</u>	<u>1,000</u>	<u>151,305</u>	<u>1,500</u>	<u>1,500</u>
265 Drug Law Enforcement:						
Sale of Property	1,882	0	500	0	500	500
Interest & Miscellaneous	28,912	24,328	18,187	8,380	15,100	15,100
	<u>30,794</u>	<u>24,328</u>	<u>18,687</u>	<u>8,380</u>	<u>15,600</u>	<u>15,600</u>
273 Project Safe Neighborhood Grant:						
Federal Grants	0	0	0	45,000	111,565	111,565
	<u>0</u>	<u>0</u>	<u>0</u>	<u>45,000</u>	<u>111,565</u>	<u>111,565</u>
275 Byrne JAG Grant:						
Federal Grants	35,989	84,405	0	53,082	0	0
	<u>35,989</u>	<u>84,405</u>	<u>0</u>	<u>53,082</u>	<u>0</u>	<u>0</u>
278 Coronavirus Emerg. Suppl. Funding Prog.:						
Federal Grants	0	0	0	6,890	0	0
	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,890</u>	<u>0</u>	<u>0</u>
279 American Rescue Plan Act:						
Federal Grants	0	0	0	16,017,651	16,017,651	16,017,651
	<u>0</u>	<u>0</u>	<u>0</u>	<u>16,017,651</u>	<u>16,017,651</u>	<u>16,017,651</u>
282 Lead Hazard Control Grant:						
Federal Grants	100,819	106,924	0	0	0	0
Contributions From Other Funds	0	50,774	0	20,990	0	0
	<u>100,819</u>	<u>157,698</u>	<u>0</u>	<u>20,990</u>	<u>0</u>	<u>0</u>
296 Recreation Activity:						
Charges For Goods And Services	259,273	162,916	238,300	72,000	212,800	212,800
Interest & Miscellaneous	4,102	3,470	8,770	7,270	4,000	4,000
	<u>263,375</u>	<u>166,386</u>	<u>247,070</u>	<u>79,270</u>	<u>216,800</u>	<u>216,800</u>
297 JPS Recreation Millage Program:						
Contributions From Local Units	587,448	630,228	570,000	630,228	645,000	645,000
Interest & Miscellaneous	1,265	509	42,374	41,874	500	500
	<u>588,713</u>	<u>630,737</u>	<u>612,374</u>	<u>672,102</u>	<u>645,500</u>	<u>645,500</u>
308 2020 Capital Improvement Bonds Debt Service:						
Contributions From Other Funds	0	0	220,508	223,627	223,533	223,533
	<u>0</u>	<u>0</u>	<u>220,508</u>	<u>223,627</u>	<u>223,533</u>	<u>223,533</u>
352 2017 Mich. Trans. Fund Bonds Debt Service:						
Contributions From Other Funds	762,681	759,186	760,448	760,448	761,350	761,350
	<u>762,681</u>	<u>759,186</u>	<u>760,448</u>	<u>760,448</u>	<u>761,350</u>	<u>761,350</u>

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Fund	2018/19 Actual	2019/20 Actual	2020/21 Budget	2020/21 Projected	2021/22 Proposed	2021/22 Adopted
366 2013 City Hall Refunding Debt Service:						
Property Taxes	795,734	876,175	774,600	825,490	0	0
Interest	2,702	5,531	2,500	2,500	0	0
	<u>798,436</u>	<u>881,706</u>	<u>777,100</u>	<u>827,990</u>	<u>0</u>	<u>0</u>
367 2021 City Hall Refunding Debt Service:						
Property Taxes	0	0	0	0	678,600	678,600
Interest & Miscellaneous	0	0	0	0	2,000	2,000
Bond Proceeds	0	0	0	4,382,000	0	0
Contributions From Other Funds	0	0	0	210,283	0	0
	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,592,283</u>	<u>680,600</u>	<u>680,600</u>
385 2016 Capital Improvement Bonds Debt Service:						
Contributions From Other Funds	139,316	140,863	142,186	142,186	143,275	143,275
	<u>139,316</u>	<u>140,863</u>	<u>142,186</u>	<u>142,186</u>	<u>143,275</u>	<u>143,275</u>
386 2018 Capital Improvement Bonds Debt Service:						
Contributions From Other Funds	1,437,709	1,432,375	1,438,000	1,438,000	1,443,000	1,443,000
	<u>1,437,709</u>	<u>1,432,375</u>	<u>1,438,000</u>	<u>1,438,000</u>	<u>1,443,000</u>	<u>1,443,000</u>
389 2017 BRA TIF Refunding Debt Service:						
Bond Proceeds						
Contributions From Other Funds	415,620	420,868	420,852	420,852	415,704	415,704
	<u>415,620</u>	<u>420,868</u>	<u>420,852</u>	<u>420,852</u>	<u>415,704</u>	<u>415,704</u>
391 2021 BRA TIF Refunding Debt Service:						
Bond Proceeds	0	0	0	4,272,000	0	0
Contributions From Other Funds	0	0	0	78,684	758,700	758,700
	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,350,684</u>	<u>758,700</u>	<u>758,700</u>
394 2001 DDA TIF Debt Service:						
Contributions From Other Funds	2,200,750	2,330,750	2,460,750	2,460,750	2,597,987	2,597,987
	<u>2,200,750</u>	<u>2,330,750</u>	<u>2,460,750</u>	<u>2,460,750</u>	<u>2,597,987</u>	<u>2,597,987</u>
395 2019 DDA TIF Refunding Debt Service:						
Bond Proceeds	0	5,715,000	0	0	0	0
Contributions From Other Funds	0	107,667	206,687	206,687	205,630	205,630
	<u>0</u>	<u>5,822,667</u>	<u>206,687</u>	<u>206,687</u>	<u>205,630</u>	<u>205,630</u>
397 2012 BRA TIF Refunding Debt Service:						
Contributions From Other Funds	739,369	753,769	787,319	703,555	0	0
	<u>739,369</u>	<u>753,769</u>	<u>787,319</u>	<u>703,555</u>	<u>0</u>	<u>0</u>
401 Capital Projects:						
Investment Income	565	646	500	500	500	500
Contributions From Other Funds	175,640	155,105	238,713	145,415	0	0
Donations/Miscellaneous	71,166	47,705	0	70,278	0	0
	<u>247,371</u>	<u>203,456</u>	<u>239,213</u>	<u>216,193</u>	<u>500</u>	<u>500</u>
402 Water Equipment & Replacement:						
Investment Income	72,214	66,531	21,855	32,250	22,511	22,511
Contributions From Other Funds	3,806,767	6,714,782	4,731,294	3,881,507	3,247,243	3,247,243
	<u>3,878,981</u>	<u>6,781,313</u>	<u>4,753,149</u>	<u>3,913,757</u>	<u>3,269,754</u>	<u>3,269,754</u>
403 Lead Service Line Replacement:						
State Loan Program	0	0	0	0	482,096	482,096
Contributions From Other Funds	0	0	0	103,952	363,150	363,150
	<u>0</u>	<u>0</u>	<u>0</u>	<u>103,952</u>	<u>845,246</u>	<u>845,246</u>
404 Sanitary Sewer Maintenance:						
Contributions From Other Funds	266,856	229,760	416,641	368,991	391,202	391,202
	<u>266,856</u>	<u>229,760</u>	<u>416,641</u>	<u>368,991</u>	<u>391,202</u>	<u>391,202</u>

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Fund	2018/19 Actual	2019/20 Actual	2020/21 Budget	2020/21 Projected	2021/22 Proposed	2021/22 Adopted
405 Sanitary Sewer Replacement:						
Interest & Miscellaneous	141,861	35,132	15,000	15,000	10,000	10,000
Contributions From Other Funds	1,242,857	1,251,449	1,041,647	750,000	1,028,575	1,028,575
	<u>1,384,718</u>	<u>1,286,581</u>	<u>1,056,647</u>	<u>765,000</u>	<u>1,038,575</u>	<u>1,038,575</u>
406 Wastewater Equipment Replacement:						
Investment Income	38,903	26,396	15,000	15,000	15,450	15,450
Contributions From Other Funds	1,225,252	3,260,748	1,257,300	1,257,300	1,446,000	1,446,000
	<u>1,264,155</u>	<u>3,287,144</u>	<u>1,272,300</u>	<u>1,272,300</u>	<u>1,461,450</u>	<u>1,461,450</u>
408 2020 Capital Improvement Bonds Construction:						
Interest & Miscellaneous	0	63,250	0	4,840	0	0
Bond Proceeds	0	2,004,000	0	0	0	0
	<u>0</u>	<u>2,067,250</u>	<u>0</u>	<u>4,840</u>	<u>0</u>	<u>0</u>
425 2017 Mich. Trans. Fund Bonds Construction:						
Investment Income	59,696	30,632	6,000	1,574	0	0
	<u>59,696</u>	<u>30,632</u>	<u>6,000</u>	<u>1,574</u>	<u>0</u>	<u>0</u>
486 2018 Capital Improvement Bonds Construction:						
Investment Income	360,980	341,352	5,000	78,528	0	0
	<u>360,980</u>	<u>341,352</u>	<u>5,000</u>	<u>78,528</u>	<u>0</u>	<u>0</u>
489 Brownfield Redevelopment Authority:						
Property Taxes	1,280,901	1,342,056	1,359,174	1,378,864	1,331,180	1,331,180
Interest & Miscellaneous	19,369	14,364	10,099	10,099	9,000	9,000
	<u>1,300,270</u>	<u>1,356,420</u>	<u>1,369,273</u>	<u>1,388,963</u>	<u>1,340,180</u>	<u>1,340,180</u>
494 Downtown Development Authority Project:						
Property Taxes	1,266,070	1,498,826	1,585,000	1,655,933	1,790,256	1,790,256
Interest & Miscellaneous	48,309	43,505	30,000	30,000	30,000	30,000
Rents and Royalties	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
	<u>2,814,379</u>	<u>3,042,331</u>	<u>3,115,000</u>	<u>3,185,933</u>	<u>3,320,256</u>	<u>3,320,256</u>
514 Auto Parking System:						
Parking Fines And Permits	9,783	4,506	4,300	620	700	700
Interest & Miscellaneous	476	117,174	200	50	50	50
Contributions From Other Funds	645,453	574,877	208,542	92,143	92,143	92,143
	<u>655,712</u>	<u>696,557</u>	<u>213,042</u>	<u>92,813</u>	<u>92,893</u>	<u>92,893</u>
518 Parking Assessment:						
Parking Fines And Permits	209,808	192,061	178,146	129,138	174,646	174,646
Interest & Miscellaneous	5,486	3,397	5,120	5,170	850	850
Contributions From Other Funds	68,976	85,558	85,558	85,546	85,546	85,546
	<u>284,270</u>	<u>281,016</u>	<u>268,824</u>	<u>219,854</u>	<u>261,042</u>	<u>261,042</u>
519 Cooper/Francis Parking Decks:						
Parking Fines And Permits	9,577	11,076	12,000	12,000	12,000	12,000
Interest & Miscellaneous	8,434	8,488	4,050	4,050	4,150	4,150
	<u>18,011</u>	<u>19,564</u>	<u>16,050</u>	<u>16,050</u>	<u>16,150</u>	<u>16,150</u>
520 Blackstone Parking Deck:						
Bond Proceeds	0	0	11,530,000	0	0	0
	<u>0</u>	<u>0</u>	<u>11,530,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
590 Sewer:						
Charges For Goods & Services	6,519,888	6,360,111	6,814,412	6,605,014	6,571,106	6,571,106
State Grants	825,433	644,255	0	580,025	0	0
Penalties & Interest	157,923	137,242	100,424	49,791	66,000	66,000
Miscellaneous	387	23,593	135,587	146,302	10,000	10,000
	<u>7,503,631</u>	<u>7,165,201</u>	<u>7,050,423</u>	<u>7,381,132</u>	<u>6,647,106</u>	<u>6,647,106</u>

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Fund	2018/19 Actual	2019/20 Actual	2020/21 Budget	2020/21 Projected	2021/22 Proposed	2021/22 Adopted
591 Water:						
Charges For Goods & Services	9,434,601	10,588,437	11,832,921	11,868,944	11,358,229	11,358,229
State Grants	0	252,397	0	80,641	0	0
Penalties & Interest	276,167	216,656	191,917	78,745	120,744	120,744
Contributions From Other Funds	251,754	263,234	410,143	352,788	355,474	355,474
Miscellaneous	0	22,549	227,794	227,794	0	0
	<u>9,962,522</u>	<u>11,343,273</u>	<u>12,662,775</u>	<u>12,608,912</u>	<u>11,834,447</u>	<u>11,834,447</u>
641 Public Works Administration:						
Charges For Goods & Services	378,026	399,034	407,720	351,800	362,354	362,354
Interest & Miscellaneous	8,784	8,497	35,725	35,754	4,532	4,532
	<u>386,810</u>	<u>407,531</u>	<u>443,445</u>	<u>387,554</u>	<u>366,886</u>	<u>366,886</u>
642 Engineering Administration:						
Charges For Goods And Services	306,674	269,760	300,000	286,729	266,064	266,064
Interest & Miscellaneous	2,141	2,228	11,580	11,580	650	650
	<u>308,815</u>	<u>271,988</u>	<u>311,580</u>	<u>298,309</u>	<u>266,714</u>	<u>266,714</u>
643 Local Site Remediation Revolving:						
Investment Income & Miscellaneous	2,748	2,408	300	300	300	300
Contributions From Other Funds	58,659	66,614	64,832	65,445	0	0
	<u>61,407</u>	<u>69,022</u>	<u>65,132</u>	<u>65,745</u>	<u>300</u>	<u>300</u>
661 Motor Pool And Garage:						
Charges For Goods And Services	129,118	137,797	180,689	136,780	141,206	141,206
Investment Income & Miscellaneous	62,019	21,290	68,357	164,158	51,930	51,930
Equipment Rental	754,912	721,057	787,500	914,901	942,348	942,348
Contributions From Other Funds	0	100,000	0	0	0	0
	<u>946,049</u>	<u>980,144</u>	<u>1,036,546</u>	<u>1,215,839</u>	<u>1,135,484</u>	<u>1,135,484</u>
664 Equipment Revolving:						
Charges For Goods & Services	11,672	5,781	5,781	5,781	0	0
	<u>11,672</u>	<u>5,781</u>	<u>5,781</u>	<u>5,781</u>	<u>0</u>	<u>0</u>
676 Workers Compensation:						
Interest & Miscellaneous	108,703	44,716	75,000	32,575	30,000	30,000
Contributions From Other Funds	82,493	83,667	90,000	578,375	80,000	80,000
	<u>191,196</u>	<u>128,383</u>	<u>165,000</u>	<u>610,950</u>	<u>110,000</u>	<u>110,000</u>
677 Self-Insured Healthcare:						
Interest & Miscellaneous	141,530	15,071	15,000	7,500	7,500	7,500
Contributions - City	4,026,965	3,853,443	4,422,900	3,850,000	4,500,000	4,500,000
Contributions - Employees	767,309	734,984	845,250	735,000	735,000	735,000
Contributions - General Fund	0	0	0	400,000	0	0
	<u>4,935,804</u>	<u>4,603,498</u>	<u>5,283,150</u>	<u>4,992,500</u>	<u>5,242,500</u>	<u>5,242,500</u>
703 County & School Tax Collection:						
Interest & Miscellaneous	46,107	47,363	47,000	48,000	48,000	48,000
	<u>46,107</u>	<u>47,363</u>	<u>47,000</u>	<u>48,000</u>	<u>48,000</u>	<u>48,000</u>
731 Employees Retirement System:						
Investment Income	2,261,427	1,428,143	4,370,000	7,815,000	4,065,000	4,065,000
Employee Contributions	659,685	728,393	815,000	750,000	750,000	750,000
Employer Contributions	835,542	1,058,427	1,073,343	1,073,343	1,105,961	1,105,961
	<u>3,756,654</u>	<u>3,214,963</u>	<u>6,258,343</u>	<u>9,638,343</u>	<u>5,920,961</u>	<u>5,920,961</u>
732 Policemen's & Firemen's Pension:						
Investment Income	207,598	97,237	313,000	658,500	296,500	296,500
Contributions From General Fund	506,251	543,093	524,841	524,841	363,236	363,236
	<u>713,849</u>	<u>640,330</u>	<u>837,841</u>	<u>1,183,341</u>	<u>659,736</u>	<u>659,736</u>

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Fund	2018/19 Actual	2019/20 Actual	2020/21 Budget	2020/21 Projected	2021/22 Proposed	2021/22 Adopted
734 Policemen's & Firemen's Pension-Act 345:						
Investment Income	2,440,054	1,438,229	3,125,000	9,350,000	3,350,000	3,350,000
Employee Contributions	507,173	514,402	525,000	525,000	530,000	530,000
Contributions From General Fund	4,422,430	5,559,682	5,916,061	5,916,061	5,939,831	5,939,831
	<u>7,369,657</u>	<u>7,512,313</u>	<u>9,566,061</u>	<u>15,791,061</u>	<u>9,819,831</u>	<u>9,819,831</u>
736 Public Employee Health Care:						
Investment Income	121,307	105,140	150,000	850,000	200,000	200,000
Contributions From Other Funds	1,250,000	312,500	0	0	0	0
	<u>1,371,307</u>	<u>417,640</u>	<u>150,000</u>	<u>850,000</u>	<u>200,000</u>	<u>200,000</u>
805 2020 Special Assessment Bonds Construction						
Bond Proceeds	0	0	0	1,496,000	0	0
	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,496,000</u>	<u>0</u>	<u>0</u>
852 Special Assessment Debt Service						
Contributions From Other Funds	0	0	0	10,472	157,420	157,420
	<u>0</u>	<u>0</u>	<u>0</u>	<u>10,472</u>	<u>157,420</u>	<u>157,420</u>
895 Special Assessment:						
Special Assessments	839,022	949,810	928,906	420,938	777,166	777,166
Contributions From Other Funds	598,552	76,582	0	0	0	0
	<u>1,437,574</u>	<u>1,026,392</u>	<u>928,906</u>	<u>420,938</u>	<u>777,166</u>	<u>777,166</u>

Attachment B
Expense Summary for Fiscal Year 2021/22

		2018/19	2019/20	2020/21	2020/21	2021/22	2021/22
		Actual	Actual	Budget	Projected	Proposed	Adopted
General Fund:							
101-101	City Council	102,938	100,797	108,860	108,060	113,060	113,060
101-103	Charter Commission	140	1,969	2,500	2,500	2,500	2,500
101-172	City Manager	574,242	762,234	599,641	452,530	433,880	433,880
101-191	Finance	434,318	445,225	458,828	469,621	465,541	465,541
101-215	City Clerk	183,779	228,891	299,556	306,332	306,669	306,669
101-228	Mgt. Information Services	292,231	300,867	323,775	390,174	360,819	360,819
101-233	Purchasing	109,624	116,842	124,686	121,928	123,257	123,257
101-253	City Treasurer	339,393	326,752	393,767	365,170	398,079	398,079
101-254	City Income Tax Admin.	234,456	191,442	202,557	190,390	215,172	215,172
101-257	City Assessor	490,386	510,420	360,959	422,825	423,890	423,890
101-262	City Clerk-Elections	74,455	111,295	130,312	148,175	136,800	136,800
101-265	City Hall & Grounds	329,573	285,735	352,714	351,819	419,346	419,346
101-266	City Attorney	612,049	600,977	632,522	623,514	624,627	624,627
101-270	Personnel	297,486	324,952	328,950	232,566	285,272	285,272
101-278	Unallocated	798,478	778,171	852,618	745,596	800,750	800,750
101-299	Admin. Hearings Bureau	384,144	657,339	415,945	169,115	186,160	186,160
101-301	Police	9,168,232	10,030,179	10,498,221	10,038,446	10,730,184	10,730,184
101-311	OHSP Grant	6,740	6,007	15,000	15,000	12,806	12,806
101-320	Consortium Training	30,284	11,067	30,000	26,250	27,500	27,500
101-321	In-Service Training	6,754	3,499	7,000	7,000	7,000	7,000
101-340	Fire Suppression	3,584,920	4,170,090	4,587,065	4,816,777	5,195,936	5,195,936
101-350	Public Safety - Unallocated	1,914,280	2,099,208	2,242,591	1,972,151	2,011,296	2,011,296
101-442	Forestry	454,184	464,564	474,392	541,019	588,607	588,607
101-444	Sidewalk Construction	29,070	23,945	37,704	41,564	43,065	43,065
101-445	Drains At Large	33,359	40,283	76,686	81,731	85,043	85,043
101-450	Street Lighting	577,638	533,002	571,111	574,876	576,110	576,110
101-455	Weed Control	70,926	94,861	99,940	98,969	103,743	103,743
101-465	Ground Maintenance	174,950	382,083	401,199	452,117	456,970	456,970
101-567	Cemeteries	289,012	284,176	305,875	303,850	309,234	309,234
101-571	Tax Property Maintenance	253,784	365,056	224,045	229,118	238,246	238,246
101-572	Civic Affairs	51,288	63,001	73,986	92,717	83,703	83,703
101-701	Planning	143,503	164,177	239,423	266,319	224,224	224,224
101-728	Economic Development	442,117	422,583	115,000	139,500	111,000	111,000
101-752	Parks, Rec. & Grounds Admin.	543,162	488,036	376,941	347,878	292,640	292,640
101-758	Lt. Nixon Memorial Park	87,987	68,232	92,550	25,133	65,857	65,857
101-771	Parks and Facilities Maint.	699,082	668,429	655,296	624,604	696,158	696,158
101-803	Historical District	8,644	10,731	10,737	11,563	11,673	11,673
101-806	Diversity, Equity & Inclusion	0	0	0	165,508	248,702	248,702
101-965	Contributions to Other Funds	3,102,164	1,318,248	285,547	1,187,037	356,450	356,450
General Fund Total		26,929,772	27,455,365	27,008,499	27,159,442	27,771,969	27,771,969
102 Budget Stabilization Fund		35,012	33,808	36,000	36,000	36,000	36,000
Permanent Funds:							
151	Cemetery Perpetual Maintenance	47,267	45,325	47,000	45,500	45,500	45,500
155	Ella W. Sharp Endowment	22,733	23,852	24,000	17,000	24,000	24,000
160	Lloyd E. Mount Endowment	4,992	6,851	7,000	6,100	7,000	7,000


Attachment B
Expense Summary for Fiscal Year 2021/22

		2018/19	2019/20	2020/21	2020/21	2021/22	2021/22
		Actual	Actual	Budget	Projected	Proposed	Adopted
Special Revenue Funds :							
202	Major Street	7,866,178	9,354,567	11,862,604	8,869,415	11,420,293	11,420,293
203	Local Street	2,596,802	2,258,846	3,988,617	3,544,984	2,780,308	2,780,308
208	Ella W. Sharp Park Operating	784,174	667,651	845,765	828,470	843,732	843,732
245	Public Improvement	1,140,597	851,489	1,282,941	1,392,702	1,114,965	1,114,965
246	Cortland St. Redevelopment Projects	2,261,301	1,073,881	98,452	44,327	34,560	34,560
249	Building Department	426,476	610,672	694,190	744,742	722,358	722,358
251	Housing Code Enforcement	1,181,857	1,000,227	1,284,753	1,134,259	1,181,712	1,181,712
252	Building Demolitions	705,855	319,994	61,750	549,828	61,780	61,780
265	Drug Law Enforcement	17,945	22,237	17,697	17,858	17,968	17,968
273	Project Safe Neighborhood Grant	0	0	0	45,000	111,565	111,565
275	Byrne JAG Grant	35,989	84,405	0	53,082	0	0
278	Coronavirus Emerg. Supp. Funding Program	0	0	0	6,890	0	0
279	American Rescue Plan Act	0	0	0	3,408,278	1,882,250	1,882,250
282	Lead Hazard Control Grant	100,819	157,698	0	20,990	0	0
296	Recreation Activity	250,552	159,251	243,867	77,394	187,093	187,093
297	JPS Recreation Millage Program	558,515	616,529	566,247	528,778	645,424	645,424
Debt Service Funds :							
308	2020 Capital Imp. Bonds Debt Service	0	0	220,508	223,627	223,533	223,533
352	2017 MTF Bonds Debt Service	762,681	759,186	760,448	760,448	761,350	761,350
366	2013 City Hall Refunding Debt Service	805,800	802,800	800,500	942,208	0	0
367	2021 City Hall Refunding Debt Service	0	0	0	4,523,075	734,840	734,840
385	2016 Capital Imp. Bonds Debt Service	139,316	140,863	142,186	142,186	143,275	143,275
386	2018 Capital Imp. Bonds Debt Service	1,437,709	1,432,375	1,438,000	1,438,000	1,443,000	1,443,000
389	2017 BRA TIF Refunding Debt Service	415,620	420,868	420,852	420,852	415,704	415,704
391	2021 BRA TIF Refunding Debt Service	0	0	0	4,350,684	758,700	758,700
394	2001 DDA TIF Debt Service	2,200,750	2,330,750	2,460,750	2,460,750	2,597,987	2,597,987
395	2019 DDA TIF Refunding Debt Service	0	5,821,706	206,687	207,437	205,630	205,630
397	2012 BRA TIF Refunding Debt Service	739,369	753,769	787,319	708,084	0	0
Capital Projects Funds :							
401	Capital Projects	200,888	273,918	238,713	234,039	0	0
402	Water Equipment & Replacement	4,735,619	4,714,208	5,914,118	5,600,342	4,995,759	4,995,759
403	Lead Service Line Replacement	0	0	0	103,952	845,246	845,246
404	Sanitary Sewer Maintenance	266,856	229,760	416,641	368,991	391,202	391,202
405	Sanitary Sewer Replacement	478,570	560,575	1,041,647	925,385	3,214,299	3,214,299
406	Wastewater Equipment Replacement	1,253,398	2,218,630	1,730,000	2,030,750	2,062,083	2,062,083
408	2020 Capital Improvemt. Bonds Construction	0	1,144,684	0	927,406	0	0
425	2017 MTF Bonds Construction	2,051,246	1,352,947	1,129,780	776,357	0	0
486	2018 Capital Improvemt. Bonds Construction	4,543,565	7,841,525	988,881	1,195,912	0	0
489	Brownfield Redevelopment Authority	1,346,214	1,351,685	1,377,308	1,398,976	1,298,540	1,298,540
494	DDA Project	2,448,325	2,561,398	2,669,437	2,669,437	2,805,617	2,805,617
Enterprise Funds :							
514	Auto Parking System	253,211	272,981	266,748	257,277	252,247	252,247
518	Parking Assessment	220,307	223,138	264,500	239,077	280,808	280,808
519	Cooper/Francis Parking Decks	250,841	279,320	252,816	287,785	283,836	283,836
520	Blackstone Parking Deck	0	0	11,530,000	0	0	0
590	Sewer	8,002,855	7,762,005	8,671,491	8,804,261	8,776,495	8,776,495
591	Water	9,199,720	10,833,300	14,578,239	12,837,110	13,542,689	13,542,689

Attachment B
Expense Summary for Fiscal Year 2021/22

		2018/19	2019/20	2020/21	2020/21	2021/22	2021/22
		Actual	Actual	Budget	Projected	Proposed	Adopted
Internal Service Funds :							
641	Public Works Administration	307,115	322,904	461,139	394,063	413,922	413,922
642	Engineering Administration	273,476	227,773	290,476	286,729	266,064	266,064
643	Local Site Remediation Revolving	0	208,000	24,000	0	0	0
661	Motor Pool & Garage	832,637	991,132	1,362,912	1,274,422	1,333,779	1,333,779
664	Equipment Revolving	11,672	5,780	5,781	5,781	0	0
676	Workers' Compensation	113,043	168,956	1,066,233	1,133,192	171,243	171,243
677	Self-Insured Healthcare Fund	5,540,514	4,543,644	5,722,400	5,737,841	4,791,500	4,791,500
Trust & Agency Funds :							
703	County & School Tax Collection	46,107	47,363	47,000	48,000	48,000	48,000
731	Employees' Retirement System	4,107,689	3,996,536	4,110,000	4,110,000	4,175,000	4,175,000
732	Policemen's & Firemen's Pension	794,673	762,773	749,000	703,480	663,540	663,540
734	Policemen's & Firemen's Pension-345	5,322,826	6,027,841	6,700,000	7,425,000	7,640,000	7,640,000
736	Public Employee Health Care	53,965	6,722	75,000	30,000	15,000	15,000
Special Assessment Funds :							
805	2020 Special Assessment Bonds Construction	0	0	0	1,496,000	0	0
852	Special Assessment Debt Service	0	0	0	10,472	157,420	157,420
895	Special Assessment	3,762,979	1,507,040	928,906	674,203	1,084,586	1,084,586

MEMO TO: Philip Hones, Finance Director

FROM: Chandra Willinger, Public Works/Utilities Fiscal Supervisor 

DATE: May 12, 2021

SUBJECT: 2020/21 Public Works Projected Budget for Civic Affairs Fund 101-572

As directed by the City Manager, Jonathan Greene, the City's Public Works Department has planned a citywide clean-up program for the residents of the City. Beginning on Saturday, May 8th and ending on Saturday, May 15th, city residents are able to drop off yard waste, brush and garbage at the Public Works Operations Center at no cost to the resident. The City's cost of this clean-up day program is estimated at \$17,250. Included in this estimated cost is the on-site labor (including benefits and overhead), equipment and disposal fees for both of the dates previously referenced.

As the discussion and planning for these clean-up days occurred after the 2020/21 Public Works projected budget was finalized and submitted to the Finance Department, we are requesting to increase the Public Works Civic Affairs Fund by \$17,250 to cover the costs for these clean-up days.

Attached is the revised Public Works Civic Affairs Fund budget to reflect the requested changes.



MEMO TO: Honorable Mayor and City Councilmembers

FROM: Jacqueline Austin, Chair of the Downtown Development Authority Board of Directors, on behalf of the Downtown Development Authority Board of Directors

DATE: May 25, 2021

SUBJECT: Approve a resolution authorizing the levy of a millage in the amount 1.9996 mills on parcels in the DDA District for fiscal year 2021-2022.

Recommendation: Approve a resolution from the Downtown Development Authority authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for fiscal year 2021-2022.

The levy is pursuant to Act 57 of the Public Acts of 2018 as last amended which authorizes a levy by the City of an ad valorem tax of up to 2 mills upon taxable real and tangible personal property not exempt by law. The millage, only levied on parcels in the DDA District, represents roughly 40% of the total revenues to the DDA with the balance of funds derived from contributions and sponsorships. The millage is used for the operation of the DDA and effectuation of DDA Board goals. The 1.9996 millage remains unchanged from years past.

Attached is a memo and support documentation from Cory Mays regarding the DDA millage for fiscal year 2021-2022. The DDA board voted unanimously in support of this millage renewal at their May 13th, 2021 board meeting.

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

JA

RESOLUTION

BY THE CITY COUNCIL

WHEREAS, Act 197 of the Public Acts of 1975 as last amended authorized a levy by the City of an ad valorem tax of up to 2 mills upon taxable real and tangible personal property not exempt by law in the Downtown Development Authority District; and

WHEREAS, the Downtown Development Authority has requested the City Council to approve and authorize such a levy of 1.9996 mills in the Downtown Development Authority District; and

WHEREAS, it appears to the City Council that the levy of said tax is necessary for the proper administration and operation of the Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson City Council approves and orders the levy of a property tax of 1.9996 mills upon all taxable real and tangible personal property not exempt by law in the Downtown Development Authority District qualified under Act 198 of 1974; and

BE IT FURTHER RESOLVED, that it is ordered that an industrial facilities tax be levied upon the taxable valuation of all industrial property in the Downtown Development Authority District qualified under Act 198 of 1974; and

BE IT FURTHER RESOLVED, that it is ordered that lessees or users of tax exempt property be levied a tax on the taxable valuation of all property qualified under Act 189 of 1953 which is located in the Downtown Development Authority District; and

BE IT FURTHER RESOLVED, that the staff and officials of the City of Jackson are hereby directed to collect the tax at the same time and in the same manner as it collect is property taxes and to pay such funds as may be collect under such levy to the Treasurer of the Downtown Development Authority for crediting to the general fund of the Authority.

* * * * *



MEMO TO: Jackson Downtown Development Authority Board of Directors

FROM: Cory Mays, Executive Director, Downtown Development Authority

DATE: May 13, 2021

RECOMMENDATION: **Approve a resolution authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for the fiscal year 2021-2022.**

SUMMARY

The levy is pursuant to Act 57 of the Public Acts of 2018, as last amended, which authorizes a levy by the City of an ad valorem tax of up to 2 mills upon taxable real and tangible personal property not exempt by law.

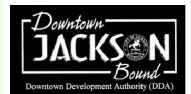
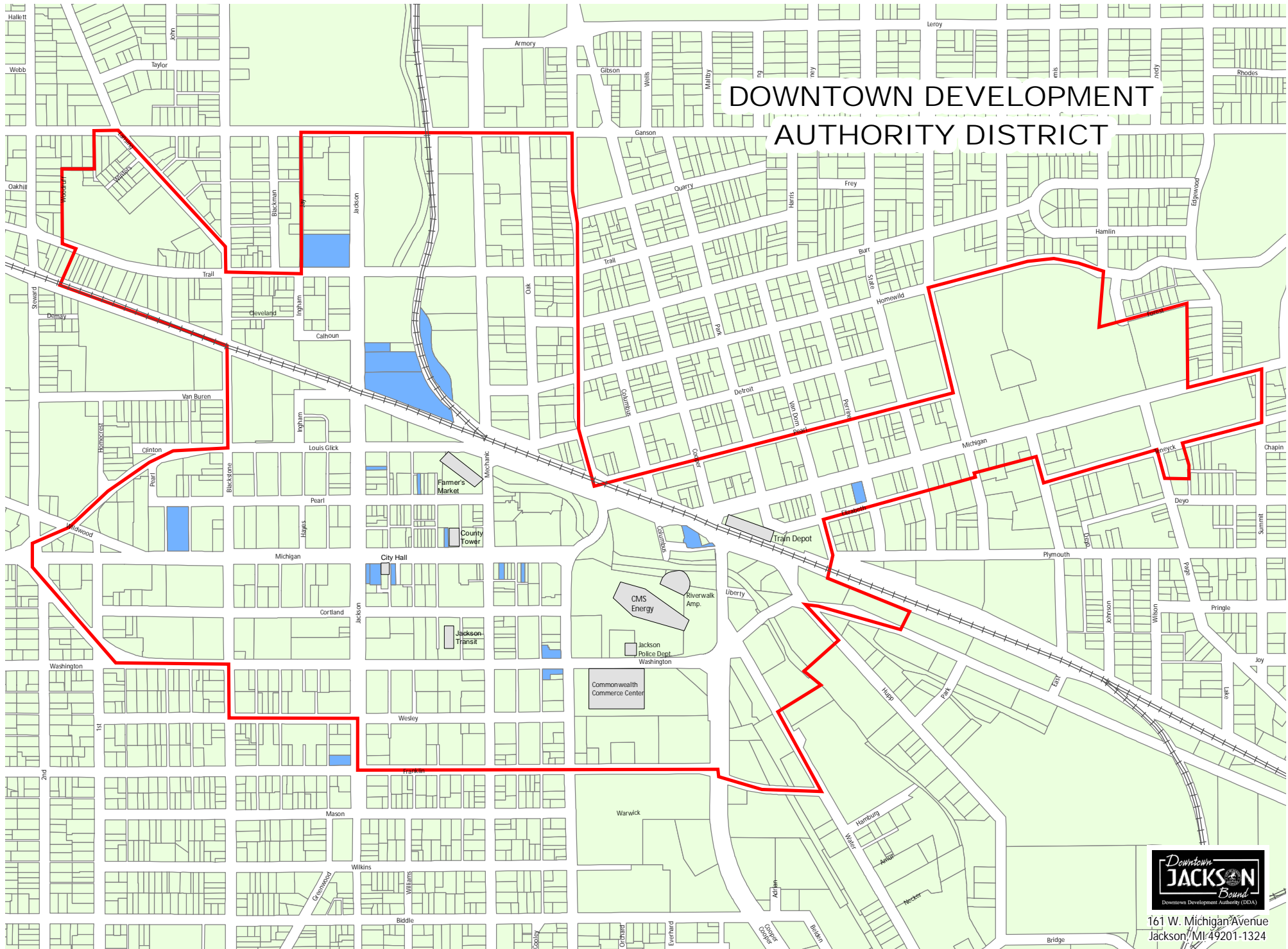
DISCUSSION OF THE ISSUE

The millage, only levied on parcels in the DDA District, represents roughly 40% of the total revenues to the DDA with the balance of funds derived from contributions and sponsorships. The millage is used for the operation of the DDA and effectuation of DDA Board goals.

POSITION

I recommend approval of a resolution authorizing the levy of a millage of 1.9996 mills on parcels in the DDA District for the fiscal year 2021-2022.

DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT



161 W. Michigan Avenue
Jackson, MI 49201-1324

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 25, 2021

SUBJECT: Approve the sale of City Owned property located at 803 E. Washington Avenue to Objectiv Real Estate Holdings LLC

Recommendation: Approve the sale of City owned property located at 803 E. Washington Avenue to Objectiv Real Estate Holdings. 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 25, 2021

RECOMMENDATION: Approve the sale of City owned property located at 803 E. Washington Avenue to Objectiv Real Estate Holdings LLC, 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 803 E. Washington Avenue to Objectiv Real Estate Holdings LLC.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Objectiv Real Estate Holdings LLC and the City of Jackson. Objectiv Real Estate Holdings LLC would like to purchase the vacant lot at 803 E. Washington Avenue. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

If Objectiv Real Estate Holdings LLC 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 803 E. Washington Avenue to Objectiv Real Estate Holdings LLC.

ATTACHMENTS

- 803 E. Washington Avenue 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 Objectiv Real Estate Holdings LLC, a Florida Limited Liability Corporation, whose address is 630 George Bush Blvd., Delray Beach, FL 33483 and referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, the City is the owner of real property in City of Jackson commonly known as 803 E. Washington Avenue, Jackson, MI 49203, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Property"; and

WHEREAS, Developer desires to purchase the Property from the City for its existing business development now under construction; .

WHEREAS, Developer will abide by the terms set forth in this Agreement and pay the City FIVE HUNDRED SIXTY TWO DOLLARS and 50/100 (\$562.50) in consideration for the City transferring ownership of the Property to Developer; and

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

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

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

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

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

3. COMBINING LOTS. On or before December 31, 2021, Developer agrees to combine 803 E. Washington Avenue with any adjoining parcels owned by Developer into a single parcel through the City of Jackson Assessor's Office procedure before making any repairs identified in Exhibit B.

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

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

6. FAILURE TO FOLLOW CITY OF JACKSON CODE OF ORDINANCES

AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS. Should Developer fail to abide by the City of Jackson's Code of Ordinances, and be found responsible for a violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City. To effectuate the reversion, Developer shall execute a quit claim deed, pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

7. DEFAULT AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS.

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

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

9. 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 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.

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: Objectiv Real Estate Holdings
 Clark M. Orthwein, Officer
 630 George Bush Boulevard
 Delray Beach, FL 33483

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: _____

DEVELOPER

Objectiv Real Estate Holdings LLC
a Florida Limited Liability Corporation

By: _____
Clark M. Orthwein
Its: Officer

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by Clark M. Orthwein, as an Officer of Objectiv Real Estate Holdings LLC, a Florida Limited Liability Corporation.

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:

LOT 28 BLK 11 THE MORGAN ADD

Commonly known as: 803 EAST WASHINGTON AVENUE, JACKSON,
MI 49203

Parcel/Tax ID#: 6-154800000

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 803 E. Washington Avenue, Jackson, MI 49203

-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 **Objectiv Real Estate Holdings LLC**, a Florida Limited Liability Corporation, whose address is 630 George Bush Boulevard, Delray Beach, FL 33483 (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 803 E. Washington Ave., (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay FIVE HUNDRED SIXTY TWO (\$562.50) 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 25, 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>	Objectiv Real Estate Holdings LLC 630 George Bush Boulevard Delray Beach, FL 33483

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: Objectiv Real Estate Holdings LLC
a Florida Limited Liability Corporation

Seller: City of Jackson

Clark M. Orthwein
Its: 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:

LOT 28 BLK 11 THE MORGAN ADD

Commonly known as: 803 E. WASHINGTON AVENUE, JACKSON,
MICHIGAN 49203

Parcel/Tax ID#: 6-154800000

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 25, 2021

SUBJECT: **Resolution for Approval of a Contract with the Michigan Department of Transportation for Modernization of the signals on Wisner Street from Ganson Street to Argyle Street**

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for modernization of the signals on Wisner Street from Ganson Street to Argyle Street, 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 25, 2021

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for modernization of the signals on Wisner Street from Ganson Street to Argyle Street, 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 modernization of the signals on Wisner Street from Ganson Street to Argyle Street.

BUDGETARY CONSIDERATIONS

The project is broken down into two parts: Part A – signal modernization and Part B – sign lighting and pole coating. The City has received federal funding for 90% for Part A to a maximum of \$600,000 of Part A.

The cost-participation agreement and contract number 21-5204 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 \$1,290,900 with the federal share being \$600,000 and the City share being \$690,900.

HISTORY, BACKGROUND and DISCUSSION

The Wisner Street corridor in the northwest commercial district of the city experiences high volumes of traffic and a number of accidents. Engineering applied for safety funds to modernize the traffic signals on Wisner Street at Ganson Street, North Street and Argyle Street in August 2019. MDOT notified the City of the grant award in March 2020.

DISCUSSION OF THE ISSUE

Engineering had plans prepared to be bid through MDOT for the replacement of the signals on Wisner at these three intersections. Engineering proposes replacing the existing signals with mast arm signals painted black with lighted street name signs. The sidewalk ramps at the three intersections will be upgraded to the current ADA standards and sidewalk will be extended on the north side of North Street for approximately 140 feet.

POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation (MDOT) for modernization of the signals on Wisner Street from Ganson Street to Argyle Street 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, the traffic signals on Wisner Street from Ganson Street to Argyle Street are in need of modernization; and

WHEREAS, the project is broken down into two parts: Part A – signal modernization and Part B - sign lighting and pole coating; and

WHEREAS, the project has received federal funding for 90% for Part A to a maximum of \$600,000 of Part A; and

WHEREAS, the cost-participation agreement and contract number 21-5204 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 \$1,290,900 with the federal share being \$600,000 and the City share being \$690,900.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the modernization of the signals on Wisner Street from Ganson Street to Argyle Street; and

BE IT FURTHER RESOLVED that the City Council does approve entering into the contract number 21-5204 with the Michigan Department of Transportation for the modernization of the signals on Wisner Street from Ganson Street to Argyle Street; 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 25th day of May, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 26th day of May, 2021.

Derek Dobies, Mayor

Andrea Muray, City Clerk

HSIP

DA

Control Section	HSIP 38000
Job Number	210435CON
Project	21A0587
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5204

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 May 8, 2021, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Signal modernization including mast arms, controller and cabinets, signal backplates and pedestrian signals along Wisner Street from Ganson Street to Argyle Street; including concrete sidewalk ramps and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Street lighting and galvanized support structure coating along limits as described in PART A; 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:

HIGHWAY SAFETY IMPROVEMENT 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 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 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 Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$600,000, or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. 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. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

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 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.

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:



May 8, 2021

EXHIBIT I

CONTROL SECTION HSIP 38000
JOB NUMBER 210435CON
PROJECT 21A0(587)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,089,700	\$201,200	\$1,290,900

COST PARTICIPATION

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
GRAND TOTAL ESTIMATED COST	\$1,089,700	\$201,200	\$1,290,900
Less Federal Funds*	\$ 600,000	\$ 0	\$ 600,000
BALANCE (REQUESTING PARTY'S SHARE)	\$ 489,700	\$201,200	\$ 690,900

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

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.

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: Council Meeting – May 25, 2021

SUBJECT: **Chapter 14 Amendments**

Recommendation: APPROVE for First Reading the Proposed Amendments to Chapter 14 of the City of Jackson Code of Ordinances.

Your consideration and concurrence is appreciated.

DEPARTMENT REPORT

MEMO TO: Honorable Mayor Dobies and City Councilmembers

FROM: Matthew M. Hagerty, City Attorney

DATE: May 18, 2021

RECOMMENDATION: **Approve Amendments to Chapter 14 of the Jackson Code of Ordinances.**

SUMMARY

The attached proposed amendments to Chapter 14 of the City Code of Ordinances, as consistent with Council direction at the May 11th City Council Meeting, would amend the current inspection cycle from two to three years commencing in 2022 for the Non-Owner Occupied Residential Property Registry (NOORPR); add exemption language for NOORPR registration to immediate family members of rental property owners; change the registration cycle for the Foreclosed, Vacant and Abandoned Property Registry (FVAP) from two to three years; remove the reference solely to residential properties in the FVAP Registry; and re-instate rent abatement provisions for units not in compliance with NOORPR.

HISTORY, BACKGROUND AND DISCUSSION

Chapter 14 of the Jackson Code of Ordinances addresses housing within the City. It primarily provides for registration of non-owner occupied residential properties, defines minimum housing standards, permits inspections of residential and non-residential properties and addresses registration of foreclosed, vacant and abandoned properties.

The attached proposed amendments would amend Sections 14-5, 14-9, 14-18, 14-42, 14-42.1 and 14-400 through 14-420 consistent with City Council's directive.

Attached is a track changes version of the proposed amended sections of the ordinance. A clean version of the amendments is also attached.

The amendments to the above-referenced sections do the following:

- 1) Section 14-5 adds exemption language for NOORPR registration to immediate family members;
- 2) Section 14-9 amends the current NOORPR inspection cycle from two to three years commencing in 2022;
- 3) Section 14-18 re-instates rent abatement provisions for units not in compliance with NOORPR;
- 4) Section 14-42 references the inspection cycle, as amended, in section 14-9 and 14-42.1 makes the obtaining a certificate of compliance consistent with the 3-year inspection cycle;

- 5) Sections 14-400 through 420 changes the registration cycle for the Foreclosed, Vacant and Abandoned Property Registry (FVAP) from two to three years, removes the reference solely to residential properties in the FVAP Registry, and restates and reaffirms the remaining provisions in the FVAP.

POSITION

City staff recommends that the attached amendments be approved.

ATTACHMENTS: Clean Version of Proposed Amendments
 Track Changes Version of Proposed Amendments

Sec. 14-5. Exceptions.

A property registration is not required under the following circumstances:

- (1) A single-family residential dwelling that is entirely owner-occupied; provided, however in the case of a single family residential dwelling that is subject to a land contract, the land contract purchaser must submit an affidavit stating his or her land contract interest, which shall be an affidavit form as provided by the department of neighborhood and economic operations. The affidavit shall be submitted to the chief building official within forty-five (45) days of the execution of the land contract. For land contracts executed prior to the effective date of this [Ordinance No. 2012-29], the affidavit must be submitted within sixty (60) days of the effective date of this [Ordinance No. 2012-29]. If the affidavit is not submitted to the chief building official within the time required, the dwelling is not exempted from the registration requirement of this article; or
- (2) Upon the sale of any single-family residential dwelling that is intended for occupancy by the buyer where possession is delayed for up to ninety (90) days; or
- (3) The premises are a jail, school, or government-owned care facility; provided however that this does not create an exception for state or federally subsidized housing facilities; or
- (4) The premises are occupied by a person with a documented or recorded life estate in the premises.
- (5) The premises are occupied by the immediate family of the owner, consisting of either the property owner's father, mother, son or daughter, provided the owner does not charge rent to the family member and annually attests, by affidavit provided by the Department of Neighborhood and Economic Development, that the family member resides in the unit rent-free.

Sec. 14-9. - Property registration every three years; July 1st registration deadline.

- (a) Commencing in 2022, a non-owner occupied residential dwelling or unit must be registered every three (3) years by July 1st of every third year unless otherwise amended by City Council.
- (b) The initial registration for a property, as required by section 14-4(2) of this article, is only valid until the last day of June before the next July 1st registration deadline provided in subsection (a).
- (c) A renewal registration for a property that is registered after the July 1st registration deadline provided in subsection (a) is only valid until the last day of June before the next July 1st registration deadline provided in subsection (a).
- (d) A property registration that was valid prior to the effective date of this amendment will continue to be valid for its original two (2) year period. The renewal property registration is only valid until the last day of June before the next July 1st registration deadline provided in subsection (a).
- (e) Failure to timely register, apply for, sign the verification statement regarding refuse removal, or renew a property registration is a violation of this article and shall subject the applicant to late fees.

Sec. 14-18. Abatement of rent.

In addition to all other remedies provided for in this chapter, if a certificate of compliance is withheld after inspection of a property, the duty to pay rent in accordance with the terms of any lease agreement or under the provisions of any statute shall be suspended as set forth in MCL 125.530, Certificate of compliance; vacation of premises while certificate withheld; issuance on condition; suspension of rent; escrow; actions for rent and possession.

Sec. 14-42. Inspections.

- (1) In order that they may perform their duties to safeguard the health, safety and welfare of the occupants of dwellings and of the general public, the chief building official, chief of police and fire official are hereby authorized to make or cause to be made such inspections of dwellings or dwelling units as are necessary to enforce the provisions of this article and to correspond with section 14-9. The inspections that are authorized for the purpose of enforcement of the provisions of this article shall be made at a reasonable time. The word "dwelling" as used in this paragraph shall include, but not be limited to, those categories of structures defined in section 14-26.
- (2) The chief building official, chief of police and fire official shall inspect buildings and structures regulated by this article. Inspections may be conducted even though a current certificate of compliance is on record with the department of neighborhood and economic operations.
- (3) An inspection shall be conducted in the manner best calculated to secure compliance with this article and appropriate to the needs of the community.
- (4) In an emergency situation, the chief building official, chief of police and fire official have the right to enter at any time. for purposes of this article, an emergency shall exist when the chief building official, chief of police or fire official has reasonable grounds to believe that a condition hazardous to health or safety exists on the premises and requires immediate attention.
- (5) In a nonemergency situation or where the owner or occupant of any dwelling demands a warrant for inspection of the premises, the chief building official, chief of police or fire official shall obtain a warrant from a court of competent jurisdiction.

Sec. 14-42.1. - Issuance of certificate of compliance.

The certificate of compliance shall be issued only upon an inspection of the premises by the chief building official or his or her appointed designee.

- (1) The chief building official shall not issue a certificate of compliance when any existing condition constitutes a violation of this article.
- (2) Upon a finding that there is not a condition that would constitute a violation of this article, the certificate of compliance shall be issued. Upon a finding that there is a condition that would constitute a violation of this article, the certificate of compliance shall not be issued, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45. Upon reinspection and proof of compliance, the order shall be rescinded and a certificate of compliance shall be issued. Unless stated otherwise, a certificate shall not be valid for a period of more than three (3) years from the date of the last initial inspection of the premises.
- (3) A certificate of compliance shall be issued on condition that the building or structure remains free from violations of this article. If upon reinspection pursuant to section 14-42 of

this article the chief building official determines that conditions exist which constitute a violation of this article, the certificate shall be immediately suspended as to affected areas, and an order to comply with this article shall be issued immediately and served upon the owner in accordance with section 14-45 of this article. On reinspection and proof of compliance, the order shall be rescinded and the suspended certificate reinstated or a new certificate issued.

**PART II - CODE OF ORDINANCES Chapter 14 - HOUSING ARTICLE VI
FORECLOSED, VACANT AND ABANDONED PROPERTY REGISTRY**

ARTICLE VI FORECLOSED, VACANT AND ABANDONED PROPERTY REGISTRY

Sec. 14-400. Title.

This article shall be known as the "Foreclosed, Vacant and Abandoned Property Registry Ordinance."

Sec. 14-401. Findings and purpose.

The city council finds that there are foreclosed, vacant, or abandoned properties in the city that are a public nuisance and that foreclosed, vacant, and abandoned properties that are not maintained and secured constitute a hazard to the public health, safety and welfare for the following reasons:

- (1) These properties often become dilapidated because they are not maintained by the owners of the properties;
- (2) These properties attract children, harbor vermin, and provide shelter for vagrants and criminals;
- (3) These properties are more likely to be vandalized or be the target of arsonists;
- (4) These properties provide a dumping ground for garbage, trash and other debris; and
- (5) These properties require an increased amount of city resources and staff time to maintain, secure, demolish or otherwise respond to problems associated with them.

The city council finds that owners of foreclosed, vacant, and abandoned properties should be held accountable for the physical condition of their properties. At a minimum, the owners should prevent the properties from creating a blight upon the surrounding neighborhood and decreasing property values. The city council also finds that a responsible local agent should be required for all properties not owned by persons or entities within a reasonable distance of the city in order to safeguard the properties and structures, assist city personnel with access for inspections, and accept notices concerning the properties.

Sec. 14-402. Definitions. Unless the context indicates otherwise, the following words used in this article shall have these meanings:

Abandoned property means a parcel of real property that is unoccupied in any manner for a period of more than six (6) months. Property will be presumed abandoned when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payments have been made by the property owner for at least ninety (90) days, and the property has been vacant for at least ninety (90) days. A dwelling may not be considered abandoned if all appropriate permits are issued, in force, and construction is ongoing.

Chief building official means the official designated by the city to enforce building, zoning, or similar laws and this article, or his or her duly authorized representatives.

Foreclosure means the process by which a lien, mortgage, or security interest is enforced against a parcel of real property through sale or offering for sale of the real property to satisfy the debt or claim. For the purposes of this article, a parcel of real property for which there is any of the following shall constitute a foreclosed property:

- (1) A notice of foreclosure;
- (2) A notice of trustee's sale;
- (3) A foreclosure sale of the real property where the title to the real property was retained by the beneficiary of a mortgage;
- (4) A pending tax sale; or
- (5) A transfer of title under a deed in lieu of foreclosure or deed in lieu of sale.

Owner means any person or entity with any legal or equitable ownership or possessory interest in any real property, with or without accompanying actual possession thereof. The owner shall include, but not be limited to, a bank, a credit union, a trustee or financial institution which is in possession (in whole or in part) of the real property, or that is foreclosing a lien or mortgage interest in the property but may or may not have legal or equitable title. Owner also means any person or entity having charge, care or control of any real property as agent of the owner, as executor, administrator, trustee or guardian of the estate of the owner.

Responsible local agent means an authorized representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property, and/or who is compensated by the property owner to manage a property and who is properly licensed according to state law. The responsible local agent must have, and will be deemed to have if designated by the owner of the property as the responsible local agent, the authority to do the following:

- (1) Receive all official notices concerning housing, zoning or dangerous buildings on behalf of the owner of a property, and any notice received by the responsible local agent shall be deemed to have been received by the property owner; and
- (2) Be responsible for providing access to the property for any inspection necessary to ensure compliance with the terms of this chapter.

Securing means taking such measures as may be directed by the department of neighborhood and economic operations that render the property inaccessible to unauthorized persons, including, but not limited to, the repairing of fences and walls, chaining or padlocking of gates, and repair of doors, windows and other openings.

Vacant property means a parcel of real property that has been unoccupied continuously for a period of thirty (30) days or more, and is either:

- (1) Subject to foreclosure as defined in this article;
- (2) Has been abandoned by the owner;
- (3) Is under a condemnation notice or order to vacate;
- (4) Is not in compliance with the housing, electrical, mechanical, plumbing, or building codes;
- (5) Has one (1) or more broken or boarded windows;
- (6) Is open to casual entry or trespass;
- (7) Is deteriorating due to a lack of maintenance or neglect;
- (8) Has a building or structure for which a building permit has expired that is partially completed and is not fit for human occupancy;
- (9) Contains a structure that is structurally unsound;
- (10) Has utilities disconnected or not in use;
- (11) Has taxes in arrears for more than one (1) year; or
- (12) Is a potential hazard or danger to the safety of persons.

Sec. 14-403. Property registration required.

(1) An owner of a foreclosed, vacant or abandoned property within the city shall register the structure with the department of neighborhood and economic operations within fifteen (15) days of the earlier of:

- a. The property becoming subject to foreclosure;
- b. The property becoming a vacant property;
- c. The property becoming an abandoned property; or
- d. Notice being sent to the owner of the structure by the department of neighborhood and economic operations that the structure has been declared a foreclosed, vacant or abandoned property.

(2) An owner of a foreclosed, vacant or abandoned property may apply for a registration on forms provided by the department of neighborhood and economic operations. The owner must pay the required registration fees. No registration is valid unless filled out accurately and completely, signed by the owner, and the proper fees have been paid. A registration fee once tendered may not be refunded or transferred. It is a violation of this article for an owner to provide inaccurate information on an application for a registration.

(3) The registration must contain the following information:

- a. The address of the foreclosed, vacant or abandoned property;
- b. The date on which the property became foreclosed, vacant or abandoned;
- c. The legal name, address, telephone number and date of birth of the owner;
- d. The names, addresses and telephone numbers of the members of any owner that is a limited liability company, and the dates of birth of the members if individuals;
- e. The names, addresses and telephone numbers of the majority shareholders of any owner that is a corporation, and the dates of birth of the majority shareholders if individuals;
- f. An acknowledgment of local responsible agent form signed by the local responsible agent, if required;
- g. Any additional information required by the department of neighborhood and economic operations; and
- h. A statement allowing authorized staff of the city to enter the premises for purposes of inspection.

(4) Payment in full of all of the following fines, fees and debts relating to the property being registered that are owed to the city and are currently due or past due must be paid prior to obtaining a foreclosed, vacant or abandoned property registration:

- a. Outstanding water or sewer bills;
- b. All charges for mowing, cleanup, weed or debris removal; and
- c. Any fines, penalties or debts of any sort arising from provisions of the housing code, including any blight violations.

Sec. 14-404. Amendment of registration information.

If any information submitted upon the application for issuance of a foreclosed, vacant or abandoned residential property registration changes, including a majority change of new members of an owner that is a limited liability company or a change of the majority shareholders in an owner that is a corporation, the owner must notify the department of neighborhood and economic operations within ten (10) days and submit an amended application. There shall be no fee to update information if done within ten (10) days, however failure to update information within ten (10) days shall result in a late charge and is a violation of this article.

Sec. 14-405. Property registration valid for three years.

A foreclosed, vacant or abandoned residential property registration is valid for a period of three (3) years from the date of issuance, commencing in 2022.

A property registration that was valid prior to the effective date of this amendment will continue to be valid for its original two (2) year period. A renewal foreclosed, vacant or abandoned residential property registration must be applied for at least sixty (60) days prior to the expiration date. Failure to timely renew a property registration is a violation of this article and shall subject the property owner to late fees.

Sec. 14-406. Transfer of ownership.

The seller of a foreclosed, vacant or abandoned property must notify the department of neighborhood and economic operations within forty-five (45) days of the sale or transfer and provide the name and address of the purchaser or transferee. The purchaser or transferee must apply for a property registration within forty-five (45) days of the sale or transfer, unless it is intended to be occupied as a single-family owner occupied structure and has filed a principal residence exemption. No refunds or credits of fees will be given when there is a transfer of ownership. If a foreclosed, vacant or abandoned structure will be occupied after a sale or transfer of the ownership, a certificate of compliance must first be obtained and all required fees must be paid unless there is a valid, unexpired building permit issued for the property.

Sec. 14-407. Responsible local agent.

For a foreclosed, vacant or abandoned property owned by a person or entity that resides more than seventy-five (75) miles outside of the county, the property owner must designate a responsible local agent who resides within seventy-five (75) miles of the county. If the responsible local agent is a corporation, limited liability company, partnership or other non-profit or for-profit entity, the address of the registered office of the entity must be within seventy-five (75) miles of the county.

Sec. 14-408. Duty to maintain and secure.

An owner of a foreclosed, vacant or abandoned property shall comply with all of the following maintenance and security requirements:

(1) The property and structure shall be maintained in a secure manner so as not to be accessible to unauthorized persons, including, but not limited to, the closure and locking of windows, doors, gates, and any other openings of such a size that could allow a child or other person to access the interior of the property and/or structures;

- (2) The property on which the structure is located shall be in compliance with chapter 26 of this Code for grass and vegetation maintenance;
- (3) The property shall be kept free of trash, junk, and debris as required by chapter 12 of this Code;
- (4) The structure shall be maintained in accordance with applicable sections of chapter 14 of this Code;
- (5) The property shall be kept free of any accumulation of newspapers, circulars, flyers and notices except for those required by federal, state or local law;
- (6) The property and structure shall be maintained free of graffiti as required by chapter 17, article IX of this Code;
- (7) The property shall be in compliance with the chapter 17, article VI of this Code, as to unregistered, dismantled or inoperable vehicles;
- (8) All structures on the property shall be properly winterized so to prevent bursting of pipes; and
- (9) Pools, spas and other water features shall be covered by a safety cover approved by the state construction code and shall comply with the minimum security fencing and barrier requirements.

Sec. 14-409. Monitoring.

Periodic monitoring, not less than once every thirty (30) days, shall be conducted by the chief building official or his or her authorized representatives to assure continuing compliance with the duties set forth in this article. A fee determined by resolution of the city council shall be established to offset the cost of monitoring the foreclosed, vacant, or abandoned property. The monitoring fee will be billed quarterly in advance. No refunds or credits of the monitoring fee will be given.

Sec. 14-410. Abatement.

If the owner fails to secure or maintain the property as required under this section, such failure shall constitute a hazardous and nuisance condition. Within three (3) business days after a notice to abate has been provided, the chief building official or his or her authorized representative may abate the nuisance without giving further notice. The chief building official or his or her authorized representative may abate the offending condition by arranging for city employees or private contractors to secure and board the structure, remove rubbish and debris from the premises, or make repairs to maintain the buildings and premises to conform to this section. The cost of abating the nuisance condition(s) may be charged to the owner and against the premises. The chief building official or his or her authorized representative may abate a public nuisance without giving notice if the public health or safety requires immediate abatement.

Sec. 14-411. Appeal of abatement costs.

An owner assessed for abatement costs may appeal the assessment to the building code board of examiners and appeals. On appeal, the building code board of examiners and appeals shall determine whether the property was in violation of this article, whether the owner was provided with notice as required by this article prior to abatement of the nuisance (except for in the case of emergency abatement), and whether the costs charged to the owner and assessed against the property were properly calculated. An appeal shall be filed within twenty (20) days after the city serves notice on the owner of the property that the costs will be charged to the owner and assessed against the property.

Sec. 14-412. Display of property contact information.

Properties that are foreclosed, vacant or abandoned shall be posted with a contact number that individuals can call to report problems or concerns to the department of neighborhood and economic operations. The posting shall be no less than 18' x 24," shall be in a font legible from a distance of forty-five (45) feet, and shall contain, along with the contact number of the department of neighborhood and economic operations, the words "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall also contain the name and contact information of the owner of the property or the responsible local agent, if any, along with the words "IS RESPONSIBLE FOR THE MAINTENANCE OF THIS PROPERTY." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building or structure facing the street to the front of the property. Exterior postings must be constructed of and printed with weather resistant materials.

Sec. 14-413. Fees and charges.

All fees applicable to this article shall be set from time to time by resolution of the city council and shall include at a minimum:

- (1) An annual registration fee charged to the owner at the time of registration of the foreclosed, vacant or abandoned property;
- (2) A failure to register fee charged to the owner for failing to register the foreclosed, vacant or abandoned property as required by this article;
- (3) A monthly monitoring fee charged to the owner for periodic inspections by the department of neighborhood and economic operations to assure continuing compliance with this article. A non-refundable payment of the first three (3) months of monitoring fees shall be prepaid by the owner at the time of registration;

(4) An inspection fee charged to the owner for any inspection caused by the owner's failure to comply with the maintenance and security duties set forth in this article; and

(5) Administrative charges may also be charged to the owner for search warrants, title searches, boarding and securing, removal of rubbish and debris and preparation for prosecution.

All fees collected from the foreclosed, vacant or abandoned property registry shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred into the general operating fund for any reason.

Sec. 14-414. Exception to requirement to pay registration fee.

Any property that has a current, valid foreclosed, vacant or abandoned property registration shall not be required to pay the registration fee required by the non-owner occupied structure or unit registry ordinance.

Sec. 14-415. Failure to pay fees and charges.

If an owner fails to pay fees or charges due under the terms of this article, an invoice for the fees or charges will be submitted to the owner. If the owner fails to pay the invoiced charges within thirty (30) days of mailing of the invoice, the city may cause the cost reflected in the invoice to be assessed against the premises as a special assessment, and the city may institute an action against the owner for the collection of the costs in any court of competent jurisdiction. However, the city's attempt to collect such costs shall not invalidate or waive any lien filed against the property.

Sec. 14-416. Notice.

All notices required by chapters 2.5, 4, 5, 12, 13, 14, 17, 26 or 28 [of this Code], including notice of any violations of this article or demand for abatement concerning a foreclosed, vacant or abandoned property may be served upon the registered owner of record or upon the responsible local agent by either first class mail, certified mail, or personal service and by posting a copy thereof in a conspicuous place on or about the structure affected by the notice.

Sec. 14-417. Disclaimer of liability.

The city shall not be liable to any person or entity by reason of this article or the issuance of a foreclosed, vacant or abandoned property registration. A property registration is not a warranty or guarantee that there are no defects in or on any foreclosed, vacant or abandoned property.

Sec. 14-418. Nuisance per se.

A vacant structure or unit in violation of this article is considered to be a nuisance per se and is subject to abatement in any manner prescribed by law.

Sec. 14-419. Penalties.

A violation of any provision of this article is a blight violation and is subject to enforcement by the procedures and penalties as provided in chapter 2.5 of this Code. Each day that a provision of this article continues to exist is a separate offense.

Sec. 14-420. Severability.

If any provision of this article is determined to be unenforceable by a court, the remainder of this article shall be deemed severable and is to remain in full force and effect.

Secs. 14-421—14-499. Reserved.

Sec. 14-5. Exceptions.

A property registration is not required under the following circumstances:

- (1) A single-family residential dwelling that is entirely owner-occupied; provided, however in the case of a single family residential dwelling that is subject to a land contract, the land contract purchaser must submit an affidavit stating his or her land contract interest, which shall be an affidavit form as provided by the department of neighborhood and economic operations. The affidavit shall be submitted to the chief building official within forty-five (45) days of the execution of the land contract. For land contracts executed prior to the effective date of this [Ordinance No. 2012-29], the affidavit must be submitted within sixty (60) days of the effective date of this [Ordinance No. 2012-29]. If the affidavit is not submitted to the chief building official within the time required, the dwelling is not exempted from the registration requirement of this article; or
- (2) Upon the sale of any single-family residential dwelling that is intended for occupancy by the buyer where possession is delayed for up to ninety (90) days; or
- (3) The premises are a jail, school, or government-owned care facility; provided however that this does not create an exception for state or federally subsidized housing facilities; or
- (4) The premises are occupied by a person with a documented or recorded life estate in the premises.
- (5) The premises are occupied by the immediate family of the owner, consisting of either the property owner's father, mother, son or daughter, provided the owner does not charge rent to the family member and annually attests, by affidavit provided by the Department of Neighborhood and Economic Development, that the family member resides in the unit rent-free.

Sec. 14-9. - Property registration every ~~three~~ two years; July 1st registration deadline.

- (a) ~~Commencing in 2022, a~~A non-owner occupied residential dwelling or unit must be registered every ~~three~~ two (~~32~~) years by July 1st of every ~~third year~~ even-number-year unless otherwise amended by City Council.
- (b) The initial registration for a property, as required by section 14-4(2) of this article, is only valid until the last day of June before the next July 1st registration deadline provided in subsection (a).
- (c) A renewal registration for a property that is registered after the July 1st registration deadline provided in subsection (a) is only valid until the last day of June before the next July 1st registration deadline provided in subsection (a).
- (d) A property registration that was valid prior to the effective date of this amendment will continue to be valid for its original two (2) year period. The renewal property registration is only valid until the last day of June before the next July 1st registration deadline provided in subsection (a).
- (e) Failure to timely register, apply for, sign the verification statement regarding refuse removal, or renew a property registration is a violation of this article and shall subject the applicant to late fees.

Sec. 14-18. Abatement of rent.

In addition to all other remedies provided for in this chapter, if a certificate of compliance is withheld after inspection of a property, the duty to pay rent in accordance with the terms of any lease agreement or under the provisions of any statute shall be suspended as set forth in MCL 125.530, Certificate of compliance; vacation of premises while certificate withheld; issuance on condition; suspension of rent; escrow; actions for rent and possession.

Sec. 14-42. Inspections.

- (1) In order that they may perform their duties to safeguard the health, safety and welfare of the occupants of dwellings and of the general public, the chief building official, chief of police and fire official are hereby authorized to make or cause to be made such inspections of dwellings or dwelling units as are necessary to enforce the provisions of this article and to correspond with section 14-9. The inspections that are authorized for the purpose of enforcement of the provisions of this article shall be made at a reasonable time. The word "dwelling" as used in this paragraph shall include, but not be limited to, those categories of structures defined in section 14-26.
- (2) The chief building official, chief of police and fire official shall inspect buildings and structures regulated by this article. Inspections may be conducted even though a current certificate of compliance is on record with the department of neighborhood and economic operations.
- (3) An inspection shall be conducted in the manner best calculated to secure compliance with this article and appropriate to the needs of the community.
- (4) In an emergency situation, the chief building official, chief of police and fire official have the right to enter at any time. for purposes of this article, an emergency shall exist when the chief building official, chief of police or fire official has reasonable grounds to believe that a condition hazardous to health or safety exists on the premises and requires immediate attention.
- (5) In a nonemergency situation or where the owner or occupant of any dwelling demands a warrant for inspection of the premises, the chief building official, chief of police or fire official shall obtain a warrant from a court of competent jurisdiction.

**PART II - CODE OF ORDINANCES Chapter 14 - HOUSING ARTICLE VI
FORECLOSED, VACANT AND ABANDONED ~~RESIDENTIAL~~-PROPERTY
REGISTRY**

***ARTICLE VI FORECLOSED, VACANT AND ABANDONED ~~RESIDENTIAL~~-PROPERTY
REGISTRY***

Sec. 14-400. Title.

This article shall be known as the "Foreclosed, Vacant and Abandoned ~~Residential~~ Property Registry Ordinance."

Sec. 14-401. Findings and purpose.

The city council finds that there are foreclosed, vacant, or abandoned ~~residential~~ properties in the city that are a public nuisance and that foreclosed, vacant, and abandoned ~~residential~~ properties that are not maintained and secured constitute a hazard to the public health, safety and welfare for the following reasons:

- (1) These properties often become dilapidated because they are not maintained by the owners of the properties;
- (2) These properties attract children, harbor vermin, and provide shelter for vagrants and criminals;
- (3) These properties are more likely to be vandalized or be the target of arsonists;
- (4) These properties provide a dumping ground for garbage, trash and other debris; and
- (5) These properties require an increased amount of city resources and staff time to maintain, secure, demolish or otherwise respond to problems associated with them.

The city council finds that owners of foreclosed, vacant, and abandoned ~~residential~~ properties should be held accountable for the physical condition of their properties. At a minimum, the owners should prevent the properties from creating a blight upon the surrounding neighborhood and decreasing property values. The city council also finds that a responsible local agent should be required for all properties not owned by persons or entities within a reasonable distance of the city in order to safeguard the properties and structures, assist city personnel with access for inspections, and accept notices concerning the properties.

Sec. 14-402. Definitions. Unless the context indicates otherwise, the following words used in this article shall have these meanings:

Abandoned property means a parcel of real property that is unoccupied in any manner for a period of more than six (6) months. Property will be presumed abandoned when mortgage or tax foreclosure proceedings have been initiated for that property, no mortgage or tax payments have been made by the property owner for at least ninety (90) days, and the property has been vacant for at least ninety (90) days. A dwelling may not be considered abandoned if all appropriate permits are issued, in force, and construction is ongoing.

Chief building official means the official designated by the city to enforce building, zoning, or similar laws and this article, or his or her duly authorized representatives.

Foreclosure means the process by which a lien, mortgage, or security interest is enforced against a parcel of real property through sale or offering for sale of the real property to satisfy the debt or claim. For the purposes of this article, a parcel of real property for which there is any of the following shall constitute a foreclosed property:

- (1) A notice of foreclosure;
- (2) A notice of trustee's sale;
- (3) A foreclosure sale of the real property where the title to the real property was retained by the beneficiary of a mortgage;
- (4) A pending tax sale; or
- (5) A transfer of title under a deed in lieu of foreclosure or deed in lieu of sale.

Owner means any person or entity with any legal or equitable ownership or possessory interest in any real property, with or without accompanying actual possession thereof. The owner shall include, but not be limited to, a bank, a credit union, a trustee or financial institution which is in possession (in whole or in part) of the real property, or that is foreclosing a lien or mortgage interest in the property but may or may not have legal or equitable title. Owner also means any person or entity having charge, care or control of any real property as agent of the owner, as executor, administrator, trustee or guardian of the estate of the owner.

Responsible local agent means an authorized representative of a person, corporation, partnership, firm, joint venture, trust, association, organization, or other entity having a legal or equitable interest in property, and/or who is compensated by the property owner to manage a property and who is properly licensed according to state law. The responsible local agent must have, and will be deemed to have if designated by the owner of the property as the responsible local agent, the authority to do the following:

- (1) Receive all official notices concerning housing, zoning or dangerous buildings on behalf of the owner of a property, and any notice received by the responsible local agent shall be deemed to have been received by the property owner; and
- (2) Be responsible for providing access to the property for any inspection necessary to ensure compliance with the terms of this chapter.

Securing means taking such measures as may be directed by the department of neighborhood and economic operations that render the property inaccessible to unauthorized persons, including, but not limited to, the repairing of fences and walls, chaining or padlocking of gates, and repair of doors, windows and other openings.

Vacant property means a parcel of real property that has been unoccupied continuously for a period of thirty (30) days or more, and is either:

- (1) Subject to foreclosure as defined in this article;
- (2) Has been abandoned by the owner;
- (3) Is under a condemnation notice or order to vacate;
- (4) Is not in compliance with the housing, electrical, mechanical, plumbing, or building codes;
- (5) Has one (1) or more broken or boarded windows;
- (6) Is open to casual entry or trespass;
- (7) Is deteriorating due to a lack of maintenance or neglect;
- (8) Has a building or structure for which a building permit has expired that is partially completed and is not fit for human occupancy;
- (9) Contains a structure that is structurally unsound;
- (10) Has utilities disconnected or not in use;
- (11) Has taxes in arrears for more than one (1) year; or
- (12) Is a potential hazard or danger to the safety of persons.

Sec. 14-403. Property registration required.

- (1) An owner of a foreclosed, vacant or abandoned ~~residential~~ property within the city shall register the structure with the department of neighborhood and economic operations within fifteen (15) days of the earlier of:
 - a. The property becoming subject to foreclosure;
 - b. The property becoming a vacant property;
 - c. The property becoming an abandoned property; or
 - d. Notice being sent to the owner of the structure by the department of neighborhood and economic operations that the structure has been declared a foreclosed, vacant or abandoned ~~residential~~ property.

(2) An owner of a foreclosed, vacant or abandoned ~~residential~~ property may apply for a registration on forms provided by the department of neighborhood and economic operations. The owner must pay the required registration fees. No registration is valid unless filled out accurately and completely, signed by the owner, and the proper fees have been paid. A registration fee once tendered may not be refunded or transferred. It is a violation of this article for an owner to provide inaccurate information on an application for a registration.

(3) The registration must contain the following information:

- a. The address of the foreclosed, vacant or abandoned ~~residential~~ property;
- b. The date on which the property became foreclosed, vacant or abandoned;
- c. The legal name, address, telephone number and date of birth of the owner;
- d. The names, addresses and telephone numbers of the members of any owner that is a limited liability company, and the dates of birth of the members if individuals;
- e. The names, addresses and telephone numbers of the majority shareholders of any owner that is a corporation, and the dates of birth of the majority shareholders if individuals;
- f. An acknowledgment of local responsible agent form signed by the local responsible agent, if required;
- g. Any additional information required by the department of neighborhood and economic operations; and
- h. A statement allowing authorized staff of the city to enter the premises for purposes of inspection.

(4) Payment in full of all of the following fines, fees and debts relating to the property being registered that are owed to the city and are currently due or past due must be paid prior to obtaining a foreclosed, vacant or abandoned ~~residential~~ property registration:

- a. Outstanding water or sewer bills;
- b. All charges for mowing, cleanup, weed or debris removal; and
- c. Any fines, penalties or debts of any sort arising from provisions of the housing code, including any blight violations.

Sec. 14-404. Amendment of registration information.

If any information submitted upon the application for issuance of a foreclosed, vacant or abandoned residential property registration changes, including a majority change of new members of an owner that is a limited liability company or a change of the majority shareholders in an owner that is a corporation, the owner must notify the department of neighborhood and economic operations within ten (10) days and submit an amended application. There shall be no fee to update information if done within ten (10) days, however failure to update information within ten (10) days shall result in a late charge and is a violation of this article.

Sec. 14-405. Property registration valid for ~~three~~ years.

A foreclosed, vacant or abandoned residential property registration is valid for a period of ~~three~~ (3) years from the date of issuance, commencing in 2022.

A property registration that was valid prior to the effective date of this amendment will continue to be valid for its original two (2) year period. A renewal foreclosed, vacant or abandoned residential property registration must be applied for at least sixty (60) days prior to the expiration date. Failure to timely renew a property registration is a violation of this article and shall subject the property owner to late fees.

Sec. 14-406. Transfer of ownership.

The seller of a foreclosed, vacant or abandoned ~~residential~~ property must notify the department of neighborhood and economic operations within forty-five (45) days of the sale or transfer and provide the name and address of the purchaser or transferee. The purchaser or transferee must apply for a property registration within forty-five (45) days of the sale or transfer, unless it is intended to be occupied as a single-family owner occupied structure and has filed a principal residence exemption. No refunds or credits of fees will be given when there is a transfer of ownership. If a foreclosed, vacant or abandoned ~~residential~~ structure will be occupied after a sale or transfer of the ownership, a certificate of compliance must first be obtained and all required fees must be paid unless there is a valid, unexpired building permit issued for the property.

Sec. 14-407. Responsible local agent.

For a foreclosed, vacant or abandoned ~~residential~~ property owned by a person or entity that resides more than seventy-five (75) miles outside of the county, the property owner must designate a responsible local agent who resides within seventy-five (75) miles of the county. If the responsible local agent is a corporation, limited liability company, partnership or other non-profit or for-profit entity, the address of the registered office of the entity must be within seventy-five (75) miles of the county.

Sec. 14-408. Duty to maintain and secure.

An owner of a foreclosed, vacant or abandoned ~~residential~~ property shall comply with all of the following maintenance and security requirements:

(1) The property and structure shall be maintained in a secure manner so as not to be accessible to unauthorized persons, including, but not limited to, the closure and locking of windows, doors, gates, and any other openings of such a size that could allow a child or other person to access the interior of the property and/or structures;

- (2) The property on which the structure is located shall be in compliance with chapter 26 of this Code for grass and vegetation maintenance;
- (3) The property shall be kept free of trash, junk, and debris as required by chapter 12 of this Code;
- (4) The structure shall be maintained in accordance with applicable sections of chapter 14 of this Code;
- (5) The property shall be kept free of any accumulation of newspapers, circulars, flyers and notices except for those required by federal, state or local law;
- (6) The property and structure shall be maintained free of graffiti as required by chapter 17, article IX of this Code;
- (7) The property shall be in compliance with the chapter 17, article VI of this Code, as to unregistered, dismantled or inoperable vehicles;
- (8) All structures on the property shall be properly winterized so to prevent bursting of pipes; and
- (9) Pools, spas and other water features shall be covered by a safety cover approved by the state construction code and shall comply with the minimum security fencing and barrier requirements.

Sec. 14-409. Monitoring.

Periodic monitoring, not less than once every thirty (30) days, shall be conducted by the chief building official or his or her authorized representatives to assure continuing compliance with the duties set forth in this article. A fee determined by resolution of the city council shall be established to offset the cost of monitoring the foreclosed, vacant, or abandoned ~~residential~~ property. The monitoring fee will be billed quarterly in advance. No refunds or credits of the monitoring fee will be given.

Sec. 14-410. Abatement.

If the owner fails to secure or maintain the property as required under this section, such failure shall constitute a hazardous and nuisance condition. Within three (3) business days after a notice to abate has been provided, the chief building official or his or her authorized representative may abate the nuisance without giving further notice. The chief building official or his or her authorized representative may abate the offending condition by arranging for city employees or private contractors to secure and board the structure, remove rubbish and debris from the premises, or make repairs to maintain the buildings and premises to conform to this section. The cost of abating the nuisance condition(s) may be charged to the owner and against the premises. The chief building official or his or her authorized representative may abate a public nuisance without giving notice if the public health or safety requires immediate abatement.

Sec. 14-411. Appeal of abatement costs.

An owner assessed for abatement costs may appeal the assessment to the building code board of examiners and appeals. On appeal, the building code board of examiners and appeals shall determine whether the property was in violation of this article, whether the owner was provided with notice as required by this article prior to abatement of the nuisance (except for in the case of emergency abatement), and whether the costs charged to the owner and assessed against the property were properly calculated. An appeal shall be filed within twenty (20) days after the city serves notice on the owner of the property that the costs will be charged to the owner and assessed against the property.

Sec. 14-412. Display of property contact information.

~~Residential~~ Properties that are foreclosed, vacant or abandoned shall be posted with a contact number that individuals can call to report problems or concerns to the department of neighborhood and economic operations. The posting shall be no less than 18' x 24," shall be in a font legible from a distance of forty-five (45) feet, and shall contain, along with the contact number of the department of neighborhood and economic operations, the words "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall also contain the name and contact information of the owner of the property or the responsible local agent, if any, along with the words "IS RESPONSIBLE FOR THE MAINTENANCE OF THIS PROPERTY." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building or structure facing the street to the front of the property. Exterior postings must be constructed of and printed with weather resistant materials.

Sec. 14-413. Fees and charges.

All fees applicable to this article shall be set from time to time by resolution of the city council and shall include at a minimum:

- (1) An annual registration fee charged to the owner at the time of registration of the foreclosed, vacant or abandoned ~~residential~~ property;
- (2) A failure to register fee charged to the owner for failing to register the foreclosed, vacant or abandoned ~~residential~~ property as required by this article;
- (3) A monthly monitoring fee charged to the owner for periodic inspections by the department of neighborhood and economic operations to assure continuing compliance with this article. A non-refundable payment of the first three (3) months of monitoring fees shall be prepaid by the owner at the time of registration;

(4) An inspection fee charged to the owner for any inspection caused by the owner's failure to comply with the maintenance and security duties set forth in this article; and

(5) Administrative charges may also be charged to the owner for search warrants, title searches, boarding and securing, removal of rubbish and debris and preparation for prosecution.

All fees collected from the foreclosed, vacant or abandoned ~~residential~~ property registry shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred into the general operating fund for any reason.

Sec. 14-414. Exception to requirement to pay registration fee.

Any property that has a current, valid foreclosed, vacant or abandoned ~~residential~~ property registration shall not be required to pay the registration fee required by the non-owner occupied ~~residential~~ structure or unit registry ordinance.

Sec. 14-415. Failure to pay fees and charges.

If an owner fails to pay fees or charges due under the terms of this article, an invoice for the fees or charges will be submitted to the owner. If the owner fails to pay the invoiced charges within thirty (30) days of mailing of the invoice, the city may cause the cost reflected in the invoice to be assessed against the premises as a special assessment, and the city may institute an action against the owner for the collection of the costs in any court of competent jurisdiction. However, the city's attempt to collect such costs shall not invalidate or waive any lien filed against the property.

Sec. 14-416. Notice.

All notices required by chapters 2.5, 4, 5, 12, 13, 14, 17, 26 or 28 [of this Code], including notice of any violations of this article or demand for abatement concerning a foreclosed, vacant or abandoned ~~residential~~ property may be served upon the registered owner of record or upon the responsible local agent by either first class mail, certified mail, or personal service and by posting a copy thereof in a conspicuous place on or about the structure affected by the notice.

Sec. 14-417. Disclaimer of liability.

The city shall not be liable to any person or entity by reason of this article or the issuance of a foreclosed, vacant or abandoned residential-property registration. A property registration is not a warranty or guarantee that there are no defects in or on any foreclosed, vacant or abandoned property.

Sec. 14-418. Nuisance per se.

A vacant structure or unit in violation of this article is considered to be a nuisance per se and is subject to abatement in any manner prescribed by law.

Sec. 14-419. Penalties.

A violation of any provision of this article is a blight violation and is subject to enforcement by the procedures and penalties as provided in chapter 2.5 of this Code. Each day that a provision of this article continues to exist is a separate offense.

Sec. 14-420. Severability.

If any provision of this article is determined to be unenforceable by a court, the remainder of this article shall be deemed severable and is to remain in full force and effect.

Secs. 14-421—14-499. Reserved.

MEMORANDUM

TO: City Councilmembers, City Manager
FROM: Mayor Derek Dobies
DATE: May 25, 2021
SUBJECT: Contractor Identification Ordinance

Recommendation: Motion approval first reading and advance to second reading and final adoption of an ordinance amending Sections 5-1 through 5-25 of Article I of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to ensure contractors doing work in the City of Jackson are properly identified.

BACKGROUND

Licensing and permitting regulations are intended to ensure that any electrical, mechanical, building or alteration work, or any plumbing work, is done of sufficient quality and safety for both the customer and contractor.

Oftentimes, individuals conduct this work without obtaining proper licenses and without pulling the appropriate permits. The results can be unsafe for workers, and create unsafe living conditions for residents without their knowledge. Further, when residents try to contact these unscrupulous contractors, they have difficulty identifying and contacting them for change orders, reimbursements or other work quality concerns.

To help ensure that work done in the City of Jackson is done by licensed contractors, operating with an applicable permit, this ordinance requires them to provide basic identification on their vehicles. Many contractors already take these steps towards greater public accountability. Others can accomplish this requirement by simply affixing large magnets with the applicable information to their vehicles.

Your consideration is greatly appreciated.

ORDINANCE NO. 2021-##

An Ordinance amending Sections 5-1 through 5-25 of Article I of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to ensure contractors doing work in the city are properly identified.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 5-1. - Contractors to be licensed, registered.

- (a) *Required.* It shall be unlawful for any person to contract for a fixed sum, fee, percentage or other consideration for the construction, alteration, modification, improvement, razing or demolition of any structure or any appurtenance within the city, unless such person has been licensed as required by the state as a residential builder or a residential maintenance and alteration contractor, and has registered such license with the chief building inspector.
- (b) *Exemptions.* The following shall be exempted from the provisions of this section:
- (1) A person who performs work of the type set forth in subsection (a) upon a single-family structure he owns and occupies.
 - (2) A person who is an authorized agent of the United States government, state or a political subdivision and performs work of the type set forth therein.

Sec. 5-2. - License registration required.

It shall be unlawful for any person, firm or corporation to engage in any electrical, mechanical, building or alteration work, or any plumbing work, requiring a permit under any state code, unless such person, firm or corporation has been issued a license by the State of Michigan to do so, and has paid the appropriate fee and registered same with the chief building inspector of the city.

Sec. 5-3. - Identification of contractors' vehicles.

There shall be displayed on all motor vehicles regularly used in carrying on business by any person, firm or corporation that engages in any electrical, mechanical, building or alteration work, or any plumbing work, requiring a permit under any state code, signs on each side of the vehicle, giving the name, license number and telephone number of the contractor in letters not less than two inches in height.

Sec. 5-4. - Use of name by other contractor.

No person shall allow his name to be used, directly or indirectly, by any other person engaged as a contractor for the purpose of obtaining a permit or for construction of any work unless such person whose name is to be used shall actually supervise and receive payment for such work.

Sec. 5-35. - Demolition of structures.

The purpose of this section is to provide a clean, level, seeded, buildable site at the conclusion of the demolition process by or on behalf of a private or public interest. Whenever a structure is demolished or removed, the person, firm, or corporation commencing such demolition or removal must do all of the following:

(1) *Prior to commencing demolition.*

- a. Submit a completed demolition permit application and pay appropriate fees for all activity related to the demolition process including, but not limited to, hazardous material assessment, hazardous material abatement, and demolition.
- b. Arrange for proper abandonment of all utility services.
- c. Conduct a hazardous material assessment and provide a report in accordance with state and federal regulations to the department of community development.
- d. Abate hazardous materials in accordance with local, state, and federal regulations and the hazardous material assessment report.
- e. Provide a bill of lading for disposal of hazardous material in an approved landfill.
- f. Request and confirm a site evaluation by Miss Dig. Provide a copy of the Miss Dig report number and site evaluation to the department of community development before mobilizing equipment on site.
- g. Install appropriate stormwater inlet filters on storm drain inlets at the demolition site and the first two (2) storm drain inlets downstream of the demolition site or as directed by the department of community development.
- h. Coordinate the closure of any public street with the department of public works if directed by the department of community development.
- i. Verify existing condition of streets, sidewalks, curbs, fences, and other infrastructure and site improvements with the department of community development and provide photographs of all damages that exist prior to mobilizing equipment on-site.

- j. Install safety measures to limit access to the demolition site if required by the department of community development.
- k. Install soil erosion control measures as site conditions warrant when directed by the department of community development.

(2) *During demolition.*

- a. Terminate existing sanitary and storm sewer lateral(s) at the property line closest to the connection to the sewer main. Ensure a watertight termination(s) and record the location(s) with triangulation measurements on the demolition permit checklist.
- b. Terminate existing water line(s) at the curb stop(s). Ensure a watertight termination and record the location(s) with triangulation measurements on the demolition permit checklist.
- c. Remove and replace sidewalk section(s) required to terminate waterlines at the curb stop. All backfill material must be granular, class 2 sand, compacted to ninety-five (95) percent density. Contractor must request and verify inspection by the department of community development prior to backfilling.
- d. Water down all structures during demolition and demolition debris during loading into trucks for removal from site, to the satisfaction of the department of community development using a minimum three-inch hose. Provide a water truck or contact the city water department (517-768-6107) for a metered connection to a city fire hydrant.
- e. Demolish the entire structure including all appurtenances attached thereto.
- f. Remove all footings, foundations, basement walls, and basement floors.
- g. Remove all debris from basements, partial basements, and foundation excavations.
- h. Demolish or remove all garages, sheds, and accessory or temporary structures including, but not limited to, poles, decks, fences, retaining walls, carports, pools, and play structures as directed by the department of community development.
- i. Remove all trees and shrubs if required and directed by the department of community development.
- j. Remove all hard surfaces including, but not limited to, concrete, masonry, asphalt, and hard packed stone or gravel, but excluding public sidewalks. Public sidewalks may be required to be replaced if hazardous conditions exist prior to demolition.
- k. Remove all driveway curb and gutter openings and approaches as directed by the department of community development.

(3) *After demolition.*

- a. Request and verify inspection by the department of community development of all basement and foundation excavations prior to backfilling.
- b. Excavations shall be backfilled with clean fill acceptable to the department of community development and compacted to ninety-five (95) percent to prevent settling. The department of community development reserves the right to require compaction testing paid by the contractor if deemed necessary.
- c. Water down sidewalks and streets adjacent to the demolition site at the end of each day of demolition and after loading demolition debris for removal from the site.
- d. Install new curb and gutter as directed by the department of community development to replace the driveway curb and gutter openings ordered removed.
- e. Grade the site to blend smoothly with surrounding properties, public sidewalks, driveways, and curbs. Final grade shall be executed in a manner that provides a continuous smooth grade free of voids, pockets, and debris including, but not limited to, rocks, roots, plastic, wood, cement, block, brick, and steel or other construction material. Grade shall be completed so as to eliminate pooling or draining of water onto neighboring properties. Install three (3) inches of topsoil if required by the department of community development. Final site restoration may include, but not be limited to, application of slow growing, climate appropriate grass seed, hydro-seed, straw, or sod, as directed by the department of community development.
- f. Repair and reseed landscape areas on adjoining properties and the area between the curb and sidewalk damaged during demolition or removal activities consistent with subsection (3)e. above.
- g. Replace all public sidewalks, curbs, driveway approaches, and driveways on the demolition site and adjoining properties damaged during demolition or removal activities in accordance with department of community development standards.
- h. Remove all paper, wood, rubbish, and debris from the site before final inspection.
- i. Provide a bill of lading for disposal of demolition debris in an approved landfill.
- j. Submit a completed demolition permit checklist to the department of community development and department of engineering.

(4) *Exception.* The chief building official or his designee may authorize a deviation from the above standards in the best interest of the city provided however that such deviation complies with the spirit and intent of this section.

(5) *Variance*. The building code board of examiners and appeals may grant a specific variance to any requirement of this section if the literal application of a requirement would result in an exceptional, practical difficulty for the owner. No variance shall be granted if the variance would result in either the purpose or the intent of the particular requirement(s) at issue being abrogated. In no case shall more than the minimum variance from the code be granted than is necessary to alleviate the exceptional, practical difficulty. The building code board of examiners and appeals may attach in writing any conditions in connection with the granting of a variance that, in its judgment, are necessary to protect the health, safety and welfare of the people of the city. In authorizing a variance, the board shall require such evidence as it may deem necessary to insure that the purpose and intent of the particular requirement(s) at issue will be satisfied. In reviewing a request for a variance, the board shall consider the following to determine whether exceptional, practical difficulty exists:

- a. Whether there are exceptional or extraordinary conditions applying to the property that do not apply to other similar properties;
- b. Whether the exceptional or extraordinary conditions resulted from the action of the property owner;
- c. Whether there exists alternative or equivalent methods or materials that would allow the purpose and intent of the particular requirement at issue to be satisfied;
- d. Whether strict compliance with the requirement(s) would be unreasonably burdensome on the property owner;
- e. Whether strict compliance with the requirement(s) would cause an undue financial hardship for the property owner;
- f. Whether the granting of a variance would result in a substantial detriment to the property; and
- g. Whether the variance requested is the minimum variance possible that would still allow the purpose and intent of the particular requirement at issue to be met.

Sec. 5-6. - Suspension or revocation.

The chief building official may suspend or revoke, for any violations of this article, the license registration of any person registered under Section 5.1 of this Code.

Sec. 5-47. - Penalties.

Any person, firm or corporation who fails to comply with any of the provisions of this chapter or of the building code, plumbing code, electrical code, or mechanical code, or any ruling or regulation promulgated thereunder, shall, upon adjudication, be punished as provided in Chapter 2.5 of this Code.

Secs. 5-~~58~~—5-25. - Reserved.

MEMORANDUM

TO: City Councilmembers, City Manager
FROM: Mayor Derek Dobies
DATE: May 25, 2021
SUBJECT: Consideration of a motion to adopt a Responsible Contractor Ordinance for the City of Jackson to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

Recommendation: Move first reading and advance to second reading, and final adoption, the proposed Responsible Contractor Ordinance for the City of Jackson.

The City of Jackson recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for public contracts and to protect the City of Jackson's investments in such contracts, prospective contractors and subcontractors, should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity.

This package is composed of three ordinances:

The first ordinance amends Sections 5-148 through 5-150 of Article 8 of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to reserve applicable Sections under Article 8 - Floodplain Management.

The second ordinance creates Sections 5-151 through 5-170 of Article 9, Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to create a responsible contractor policy for the City of Jackson to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

The third ordinance amends Section 18-32 of Article 2 of Chapter 18 of the Code of Ordinances of the City of Jackson, Michigan to include contractor certification and bid documentation as categories in prohibiting false information being provided to various city officials.

Your consideration is greatly appreciated.

ORDINANCE NO. 2021-##

An Ordinance amending Sections 5-148 through 5-150 of Article 8 of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to reserve applicable Sections under Article 8 - Floodplain Management.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE VIII. - FLOODPLAIN MANAGEMENT

Sec. 5-148—5-150. - Reserved.

ORDINANCE NO. 2021-##

An Ordinance creating Sections 5-151 through 5-170 of Article 9, Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan to create a responsible contractor policy for the City of Jackson to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable and cost-effective manner.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE IX. - RESPONSIBLE CONTRACTING

Sec. 5-151. - Title.

This article may be cited as the "Responsible Contractor Ordinance."

Sec. 5-152. - Purpose.

The City of Jackson recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner.

To effectuate the purpose of selecting responsible contractors for public contracts and to protect the City of Jackson's investments in such contracts, prospective contractors and subcontractors, should be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity.

Further, due to the critical impact that skilled construction craft labor has on public works projects, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors and subcontractors to participate in established, formal apprenticeship training programs as a condition of bidding, for the purpose of both promoting successful project delivery and ensuring future workforce development. The City of Jackson also recognizes that it is beneficial to the local community to ensure that firms receiving public contracts provide adequate wages and benefits to their employees and utilize fair business, employment and training practices that have a positive impact on local communities affected by such contracts.

Therefore, the City of Jackson shall require compliance with the provisions of this ordinance by business entities seeking to provide services to the City of Jackson as specified herein. The requirements of this ordinance are intended to supplement, not replace, existing contractor qualification and performance standards or criteria currently required by law, public policy or contracting documents. However, in the event that any of the provisions of this ordinance conflict with any law, public policy or contracting documents of the City of Jackson, this ordinance shall prevail.

Sec. 5-153. - Definitions.

The following definitions shall be used in this Chapter:

- A. Construction Project: Any contract of more than \$50,000 awarded for the construction, alteration, or repair of any public building or public work of the City of Jackson. The labor and material necessary, for the construction, renovation, repair or improvements to real property, except repair in emergency situations, which requires solicited bids so that the work, when complete, must be ready for service for its intended purpose and must require no other work to be a completed system or component.
- B. Responsible Bidder: A bidder for a construction project that has satisfied the pre-qualifying criteria; designated in the bid and as provided in these guidelines.
- C. Best Value: An RFP (Request for Proposal) procurement method that emphasizes both value and price. Best value is a method that is utilized in the evaluation process of the proposals received and reviewed. Best value for construction will be determined based on a 100% distribution looking at construction that includes but is not limited to the following: quality of workmanship, quality of materials, references, experience (including experience on past county projects), proposed schedule, safety, time, and cost.
- D. Contractor: any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the City of Jackson and includes a recipient of City financial assistance and a public lessee or licensee.
- E. Subcontractor: any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to City purchasing contractors.
- F. Bidder: means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications, or other procurement process.
- G. Bid: means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal or Request for Qualifications, or other procurement process.

Sec. 5-154. - Application.

- 1. All contractors and subcontractors of any tier that perform work on any public construction project valued at over \$50,000 shall meet the requirements of this ordinance.
- 2. All firms engaged in contracts covered by this ordinance shall be qualified, responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics as described in this Ordinance.

Sec. 5-155. - Administration.

1. The Purchasing Department must promulgate rules and regulations for implementation of this Ordinance. Said rules must be submitted to the City Council for consideration as a component of the City of Jackson Purchasing Policies and Procedures Manual within thirty days after the effective date of this Ordinance.
2. The Purchasing Department must develop questionnaires to be used by awarding authorities for determining bidder responsibility and best bid within thirty days after the effective date of this Ordinance.
3. The Purchasing Department must monitor compliance with this Ordinance including investigation of alleged violations.

Sec. 5-156. - Pre-Qualifying Screening.

- A. The City shall develop a questionnaire that each contractor intending to bid on a construction project contract must submit with its bid to determine if it is a responsible bidder based on the information parts (B) and (C) of this Section. This questionnaire shall be developed within thirty days after the effective date of this Ordinance and must be made available to all contractors interested in bidding on City construction projects via commonly accessible spaces, such as the City website.
 - (1) The response to the questionnaire must be signed under penalty of perjury. If the City learns any contractor submitted false information on the questionnaire, the City may terminate any contract and pursue remedies set forth in Section 5-158. The contractor must be obligated to update its responses to the questionnaire during the term of the contract within thirty calendar days after any change to responses previously provided, if such change would affect a contractors' fitness and ability to continue performing the contract. The City may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 5-158.
 - (2) There must be a period of no fewer than fourteen calendar days between the date for receipt of bids and the award of the contract in order to allow full review of questionnaires submitted by bidders. If no bid is required, the prospective contractor must submit a questionnaire no fewer than fourteen calendar days prior to execution of the contract in order to allow full review of the questionnaire. Questionnaires will be public records and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. The awarding authority must rely on responses to the questionnaire, information from compliance and regulatory agencies, and/or independent investigation to determine bidder responsibility. All questions must be fully answered on the questionnaire. If a contractor fails to provide all of the required information on the pre-qualifying questionnaire, their bid must not be considered.
 - (3) If a contractor is deemed as a non-responsible bidder, their bid must not be considered. Additionally, they must be added to a list of non-responsible bidders as further explained in part (5) of this Section.
 - (4) Before being declared a non-responsible bidder, a bidder must be notified of the proposed determination of non-responsibility, served with a summary of the information upon which the awarding authority is relying and provided with an

opportunity to be heard in accordance with applicable law. At the responsibility hearing, the bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the work. The bidder must exercise its right to request a hearing within five calendar days after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another bidder. The determination by an awarding authority that the bidder is non-responsible must be final and constitute exhaustion of the bidder's administrative remedies.

- (5) A list of individuals and entities which have been determined to be non-responsible bidders by the City must be maintained by the Purchasing Department. Non-responsible bidders must not be considered for City contracts for a minimum of two years. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in Section 5-156, its name must be removed from the list. Unless otherwise removed from the list by the awarding authority, names must remain on the list for five years from the date of being declared a non-responsible bidder.
 - (6) Contractors must ensure that their subcontractors meet the criteria for responsibility as set forth in the Pre-Qualifying Criteria of this Ordinance.
- B. The Pre-Qualifying Screening Questionnaire will identify those criteria which will automatically qualify and disqualify bidders by deeming them either a responsible or a non-responsible bidder. The City must use the following criteria in the Pre-Qualifying Screening Questionnaire to determine if a contractor is or is not a responsible bidder. If a contractor is deemed a non-responsible bidder their bid must not be considered. The City may at any time add additional information to the Screening Questionnaire. The information required on the Pre-Qualifying Screening Questionnaire includes:
- (1) General information about the bidder's company, its principals, and its history, including all former business names, and an explanation of any business name changes.
 - (2) If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it must attach a separate statement to its bid packet that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.
 - (3) Information regarding the state and local licenses and license numbers held by the bidder.
 - (4) A confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.
 - (5) Documentation of master or journeyman certification or status for masters and

journeypersons to be used on the project, and the source of such certification or status.

- (6) Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.
- (7) A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.
- (8) Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.
- (9) Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.
- (10) A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).
- (11) Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.
- (12) Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.
- (13) Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.
- (14) A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

- (15) Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.
 - (16) A warranty statement regarding labor, equipment and materials.
 - (17) A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.
 - (18) A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.
 - (19) A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.
- C. The City must use the information collected on the Pre-Qualifying Screening Questionnaire to determine if a bidder is a responsible or a non-responsible bidder. For the City to deem a contractor non-responsible, the information on the Pre-Qualifying Screening must demonstrate at least one of the following:
- (1) A determination that the bidder exhibits a pattern of negligence pertaining to safety.
 - (2) The absence of proper licensure from the state or other certifying bodies.
 - (3) A gross lack of qualifications or expertise by personnel at the bidding company.
 - (4) A pattern of nonperformance on past contracts.
- D. The City's determination of these factors is within its sole discretion. If a contractor's Pre-Qualifying Screening Questionnaire does not demonstrate any of the items in part (C) of this Section, then the City must deem a contractor a responsible bidder and proceed into evaluating the contractor's bid.
- E. A list of all responsible bidders shall be maintained by the City/Purchasing Department. If, through the Pre-Qualifying Screening Questionnaire, the city determines a contractor to be a responsible bidder and is qualified to bid, that determination may remain valid for a period not to exceed two years. This shall not apply if changes are warranted in the Pre-Qualifying Screening Questionnaire, or if subsequent events demonstrate that contractor to be non-responsible.

Sec. 5-157. - Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified in Section 5-156, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria.

The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

Price (25%)

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Documentation of an on-going Michigan OSHA-approved, safety-training program for employees to be used on the proposed job site.
3. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
4. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyman certification or status, or are

not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

Sec. 5-158. - Subcontractor Compliance.

- A. A construction manager, general contractor or other lead or prime contractor must not be permitted to use a subcontractor on any work performed for the City unless it has identified the subcontractor on its Subcontractor List and a confirmation that the subcontractor has been Pre-Qualified as stated in the Pre-Qualifying Section.
- B. A subcontractor listed on a firm's Subcontractor List must not be substituted unless written authorization is obtained from the Purchasing Department and the subcontractor has been Pre-Qualified as stated in the Pre-Qualifying Section.
- C. In the event that the Purchasing Department determines that a prospective subcontractor listed by the apparent bid awardee does not meet the pre-qualifying standards of this Ordinance, it may, after informing the prospective awardee, exercise one of the following options:
 - 1) Permit the awardee to substitute a qualified, responsible, subcontractor in accordance with the requirements of this Ordinance;
 - 2) Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or
 - 3) Disqualify the prospective awardee.
- D. In the event that a subcontractor is disqualified under this Ordinance, the general contractor, construction manager or other lead or prime contractor must not be permitted to make any type of contractual claim against the Purchasing Department on the basis of a subcontractor disqualification.

Sec. 5-158. - Substantially Low Bid Review.

In the event the amount of a bid appears disproportionately low when compared with estimates undertaken by or on behalf of the City and/or compared to other bids submitted, the City reserves the right to inquire further of the bidder to determine whether the bid contains mathematical errors, omissions, and/or erroneous assumptions, and whether the bidder has

the capability to perform and complete the contract for the bid amount.

Sec. 5-158. - Enforcement.

- A. Contracts must provide that violation of this Ordinance must constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.
- B. Compliance with the Pre-Qualifying Screening Criteria of this Ordinance must be required in contract amendments, if the initial contract was not subject to the provisions of this Ordinance. Contract amendments must provide that violation of Pre-Qualifying Screening Criteria must constitute a material breach thereof and entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.
- C. Information that is provided under the processes set forth in this document that is at any point deemed false or in an attempt to mislead the City entitles the City to terminate the contract and otherwise pursue legal remedies that may be available.
- D. Violations of this Ordinance may be reported to the Purchasing Department which must investigate such complaints. Whether based upon such a complaint or otherwise, if the Purchasing Department has determined that the contractor has violated any provision of this Ordinance, the Purchasing Department must issue a written notice to the contractor that the violation is to be corrected within ten calendar days from receipt of notice. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten calendar days, then the Purchasing Department may:
 - 1) Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.
 - 2) Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Pre-Qualifying Section of this Ordinance.

Sec. 5-159. - Public Input.

The City must develop a complaint form that will allow members of the public to report suspected violations of this Ordinance to the Purchasing Department. Members of the public may at any time submit a report of suspected violations of this Ordinance. The complaint form must be accessible to the public on the City's website and a physical copy of the form will be available at the City administration building. If the City receives a complaint through the public complaint form, the Purchasing Department must investigate the claim and respond to the plaintiff within twenty-one calendar days with the Department's reply to the complaint.

Sec. 5-160. - Severability.

The terms, conditions, and provisions of this ordinance are hereby declared to be severable, and, should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the City Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this ordinance.

Sec. 5-161—5-170. - Reserved.

ORDINANCE NO. 2021-##

An Ordinance amending Section 18-32 of Article 2 of Chapter 18 of the Code of Ordinances of the City of Jackson, Michigan to include contractor certification and bid documentation as categories in prohibiting false information being provided to various city officials.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

CHAPTER 13 - OFFENSES

ARTICLE II. - OFFENSES AFFECTING GOVERNMENT FUNCTIONS

Sec. 18-32. - False information on ~~license application, property registration application, or permit city applications.~~

No person shall knowingly furnish to any law enforcement officer, city official, city officer, city employee, city appointee, or agent of the city in connection with any license application or renewal, in connection with any property registration application or renewal, in connection with any contractor certification or bid documentation. or in connection with any permit application or renewal.

To Whom it May Concern:

I am writing this letter in support of an adoption of a Responsible Contractor Ordinance for the City of Jackson.

As an active member in the construction and service industry in the Jackson area since 1975, I feel strongly that tax dollars should be spent locally on contractors with the best interest of the community in mind, and not just focus on low bid.

By limiting the City's construction business to only responsible contractors, municipalities can ensure that taxpayer money is spent in the most cost effective, efficient, and ethical manner. It will also ensure that taxpayer dollars go to firms that support skilled construction craft labor instead of those that underpay highly skilled workers or hire untrained workers. If passed, construction bid evaluation would include an analysis of price, corporate accountability, workplace safety, workforce development, and social equity instead of simply granting the project to the company with the lowest bid.

A Responsible Contractor policy will:

- Ensure that the firms contracted with by the City have the resources and staff to perform the projects in a timely and cost-effective manner
- Check that contracting firms have the technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity necessary to complete the project
- Support high-skilled construction labor and ensure workers are paid fair wages

Thank you for your consideration of a Responsible Contractor Ordinance within the City of Jackson.

Jason Kreger
General Manager
Aladdin



420 E. Prospect Ave.
Jackson, MI 49203
PH: (517) 783 2803
Fax:(517) 783 2153

Integrity-Excellence-Performance

To Whom It May Concern,

A responsible contractor is one that abides by given regulations and operates with best practices that promote **safe and ethical labor**. Responsible Contractor ordinances have been adopted in municipalities across our state, recently in Washtenaw County and the City of Ann Arbor.

By limiting the City's construction business to only responsible contractors, municipalities can ensure that taxpayer money is spent in the most cost effective, efficient, *and* ethical manner. It will also ensure that taxpayer dollars go to firms that **support skilled construction craft labor instead of those that underpay highly skilled workers or hire untrained workers**. If passed, construction bid evaluation would include an analysis of **price, corporate accountability, workplace safety, workforce development, and social equity** instead of simply granting the project to the company with the lowest bid.

A Responsible Contractor policy will:

- **Verify that contractors and subcontractors participate in established, formal apprenticeship training programs as a condition of bidding for the purpose of both promoting safe project delivery and ensuring workforce development**
- Ensure that the firms contracted with by the City have the resources and staff to perform the projects in a timely and cost-effective manner
- Check that contracting firms have the technical qualifications, competency, experience, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, law compliance and business integrity necessary to complete the project
- **Support high-skilled construction labor and ensure workers are paid fair wages**

Cities that do not have Responsible Contractor ordinances run the risk of supporting shady contracting businesses that:

- Commit tax fraud by paying people as independent contractors instead of sending them W-2s, making the City legally liable
- **Produce poor quality work from underpaid workers because they do not have adequate training, safety standards, apprentice to journeyman ratios, or licensure**
- Hire workers from different states or jurisdictions, meaning that the workers will spend their paychecks in states and communities other than our own
- Pay workers below a livable wage - essentially, **subsidizing poverty wages**

If passed, Responsible Contractor policy will mean a lot more work for responsible firms in the Jackson area. If you have any questions, please contact me at kip@paulbengel.com.

In solidarity,

Kip Jonas
Paul Bengel Company

City of Jackson Representatives,

We are writing this letter in support of an adoption of a Responsible Contractor Ordinance for the City of Jackson.

As active members in the construction and service industry in the Jackson area, we feel strongly that taxpayer dollars should be spent responsibly, on local contractors with the best interest of the community in mind. It is because of this responsibility we urge the City of Jackson to adopt a Responsible Contractor Policy.

By limiting the City's construction business to only responsible contractors, municipalities can ensure that taxpayer money is spent in the most cost effective, efficient, and ethical manner. It will also ensure that taxpayer dollars go to firms that support skilled construction craft labor instead of those that underpay highly skilled workers or hire untrained workers. If passed, construction bid evaluation would include an analysis of price, corporate accountability, workplace safety, workforce development, and social equity instead of simply granting the project to the company with the lowest bid.

A Responsible Contractor Ordinance will:

- Ensure the firms contracted with the City have adequate resources and staff to perform the projects in a timely and cost-effective manner
- Ensure contracting firms have the technical qualifications, competency, experience, and satisfactory records regarding past project performance, safety, law compliance and business integrity
- Support high-skilled construction labor and ensure workers are paid fair wages
- Verify that contractors and subcontractors participate in established, formal apprenticeship training programs as a condition of bidding for the purpose of both promoting safe project delivery and ensuring workforce development

Thank you for your consideration of a Responsible Contractor Ordinance within the City of Jackson.



Jade Collins
Owner
Collins Design/Build, Inc.

City of Jackson Representatives,

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Thank you for your consideration of a Responsible Contractor Ordinance within the City of Jackson.

Co-Signed,

Steve Meyer
Owner
Schiffer Mason Contractors, Inc.

Kip Jonas
President
Paul Bengel Co

Brian Wimmer
President
Monarch Welding & Engineering

Greig Carnevale
Owner
Davenport Masonry Inc.

Rich Miller
President
MDL Mechanical

Ryan Suliman
President
R & D Ceiling & Partition

Patrick Bullinger
President
Shively-Bouma Inc

Andrew Zuzelski
Owner
Ztec Electric

Kevin Hoard
Owner
Veterans Drilling & Excavating

Ron Oudekerk
Owner
Old Church Electric

Shane Retter
Vice President
Lenco Painting



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Thank you for your consideration of a Responsible Contractor Ordinance within the City of Jackson.

Vice President: Rodney E. Fry

Date 4-30-21

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 25th, 2021

SUBJECT: Approve the sale of City owned property located at 514 First Street, for \$30,000.

Recommendation: Approve the sale of City owned property located at 514 First Street, for \$30,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

.

Attachments: Purchase agreement, cost calculation and Real Estate Net sheet.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of NEO

DATE: May 24th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 514 First Street (parcel ID # 3-001100000), for \$30,000.

SUMMARY

The City of Jackson owns real property located at 514 First Street. This property was placed on the MLS by Real Estate Agent Rich Cook. On May 24th, 2021 an offer of \$30,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before June 18th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees \$10,926.38. Sale price \$30,000. Revenue generated \$19,073.63. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 514 First St (parcel ID # 3-001100000) was obtained by the County of Jackson through tax foreclosure and deeded to the City of Jackson through right of first refusal. In an effort to make the structure marketable the Neighborhood and Economic Operations Department oversaw pre-sale preparations such as property interior evaluation, exterior evaluation, property monitoring and cleanout of the structure. No General Fund dollars were used to finance pre-sale preparations. After completion of the property evaluation and cleanout, the house was placed on the Multiple Listing Service (MLS) by Real Estate Agent Rich Cook of ERA Reardon Realty. On May 24th, 2021 the Sellers Agent Richard Cook received an offer to purchase 514 First St from the City of Jackson for the amount of \$30,000. Should Council agree to accept the bid amount, the closing is set on or before April 19th, 2021. The structure has four units, zoning is R2 which only allows for a maximum of two units. Purchaser intends to rehabilitate the entire structure and reduce the number of units to single family. The investor has a proven track history with the Building Department for doing excellent work when rehabilitating structures.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.

514 First St.

PIN# 3-001100000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Sales Price	\$	30,000.00
Est. Project Cost *	\$	10,926.38
Net Sale	\$	19,073.63

Contracts	Cost	Pd to Date	Remaining Balance
Mohawk Clean-up Services est.	\$ 1,400.00	\$ -	\$ 1,400.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Mohawk	\$ 1,400.00	\$ -	\$ 1,400.00
			\$ -
Subtotal Contract Amount(s)	\$ 1,400.00	\$ -	\$ 1,400.00

Additional Project Cost	Cost	Pd to Date	Remaining Balance
Consumers - Acct N/A	\$ -	\$ -	\$ -
Water >			
Meter Replace N/A	\$ -	\$ -	\$ -
Billing #1 N/A	\$ -	\$ -	\$ -
Procurement Card N/A	\$ -	\$ -	\$ -
Contingency	\$ 500.00	\$ -	\$ 500.00
Miscellaneous	\$ -	\$ -	\$ -
City Employee(s) Hrs.	Hrly Rate	# of Hrs.	
Brian Taylor	\$ 64.46	3.00	\$ 193.38
Sven Harrison	\$ 48.34	1.00	\$ 48.34
Mark Fish	\$ 61.13	N/A	\$ -
Kim Randell	\$ 48.59	N/A	\$ -
Sindy Foster	\$ 40.73	0.50	\$ 20.37
Shannon Williams	\$ 46.88	1.00	\$ 46.88
Shane LaPorte	\$ 73.07	1.00	\$ 73.07
County Tax Foreclosure / Chargeback Cost (Ward 5 - 2015)	\$ 5,390.80	\$ 5,390.80	\$ -
Open Receivables \$0.00 balance Verified in Building.net 5.4.21	\$ -	\$ -	\$ -
Open Utility 2015 Account# 104607100	\$ 295.54	\$ -	\$ 295.54
Open DPW Invoices \$0.00 balance Verified in Building.net 5.4.21	\$ -	\$ -	\$ -
Net Real Estate Fees est.	\$ 2,958.00	\$ -	\$ 2,958.00
Subtotal Additional Cost	\$ 9,526.38	\$ 5,772.84	\$ 3,753.54

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 10,926.38	\$ 5,772.84	\$ 5,153.54



REARDON REALTY

Property Address: 514 First

Date: _____

Seller Name(s): _____

	Debit	Credit
Sale Price		<u>30,000</u>
Brokerage Fee	<u>2,000</u>	
Transfer Tax	<u>258</u>	
Tax Proration (Approximate)	_____	
Title Insurance	<u>400</u>	
Home Warranty	_____	
Well & Septic	_____	
Transaction Fee	_____	
Pest Inspection	_____	
Wire Fees	_____	
Doc. Preparation (Deed)	<u>50</u>	
Seller's Concession	_____	
American Title	<u>250</u>	_____
_____	_____	_____
_____	_____	_____
Subtotal	<u>2958</u>	<u>30000</u>
Net Credit/Debit	<u>27042</u>	
Less Mortgage Balance	_____	
Total Net To Sellers	27042	

***These figures are estimates only, and subject to change.**

Seller _____

Seller _____



Seller's Disclosure Statement

Property address: 514 First Street, Jackson, MI 49203

MICHIGAN

Street

City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water softener/ conditioner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hood/fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Furnace	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? unknown yes no

If yes, please explain: _____

2. **Insulation:** Describe if known: _____

Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no

3. **Roof:** Leaks? unknown yes no

Approximate age if known: _____

4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____

Has the water been tested? _____ yes no

If yes, date of last report/results: _____

5. **Septic tanks/drain fields:** Condition if known: N/A

6. **Heating system:** Type/approximate age: boiler system 20 yrs

BUYERS INITIALS
SELLERS INITIALS

JS RH

05/24/21
10:41 AM EDT
dotloop verified

Property address: 514 First Street, Jackson, MI 49203 MICHIGAN

Street City, Village, or Township

7. Plumbing system: Type: copper [] galvanized [] other [x]

Any known problems? _____

8. Electrical system: Any known problems? vandalized / stripped wiring

9. History of infestation, if any: (termites, carpenter ants, etc.) _____

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

unknown [x] yes [] no []

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? unknown [] yes [] no [x]

12. Mineral Rights: Do you own the mineral rights? unknown [x] yes [] no []

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown [x] yes [] no []
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown [x] yes [] no []
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? unknown [x] yes [] no []
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown [x] yes [] no []
5. Settling, flooding, drainage, structural, or grading problems? unknown [x] yes [] no []
6. Major damage to the property from fire, wind, floods, or landslides? unknown [x] yes [] no []
7. Any underground storage tanks? unknown [x] yes [] no []
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? unknown [x] yes [] no []
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown [x] yes [] no []
10. Any outstanding municipal assessments or fees? unknown [x] yes [] no []
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown [x] yes [] no []

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Seller has no knowledge of

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller [Signature]
Seller [Signature]

Date 5/18/21
Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer Rodney Hamilton
dotloop verified 05/24/21 10:41 AM EDT NXBJZMH-OFWH-ZROP

Date _____ Time _____
Date _____ Time _____

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

Lead Warning Statement

Property Address: 514 First Street, Jackson, MI 49203

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

1. Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based pain and/or lead-based paint hazards are present in the housing (explain):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):


Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 5/10/21  (seller)

Date:  (seller)


II. Agent's Acknowledgment (initial)


 Agent has informed the seller of the seller's obligation under 42 U.X.C. 4852 d and is aware of his/her responsibility to ensure compliance.

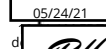
Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ Agent:  dotloop verified
05/10/21 7:35 PM EDT
WMB-AY81-Z12V-Z8T9

III. Purchaser's Acknowledgment (initial)

 (a) Purchaser has received copies of all information listed above.


 (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

 (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)  dotloop verified
05/24/21 10:41 AM EDT
SRY9-JQ80-A8ZU-COJN

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.



5. SEX OFFENDERS REGISTRATION ACT: The Sex Offenders Registration Act, (AN ACT to require persons convicted of certain offenses to register; to prohibit certain individuals from engaging in certain activities within a student safety zone; to prescribe the powers and duties of certain departments and agencies in connection with that registration; and to prescribe fees, penalties, and sanctions.) MCL 28.721et seq., directs the Michigan State Police to develop and maintain a public registry and provides guidelines on the type of offender information available to the public. The legislature has determined that a person who has been convicted of committing an offense covered by this act poses a potential serious menace and danger to the health, safety, morals, and welfare of the people, and particularly the children, of this state. Please visit this registry website at <http://www.mipsor.state.mi.us/>.

6. ZONING, BUILDING AND OTHER USE RESTRICTIONS: It is the Purchaser's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Purchasers intended use of the property.

7. FLOOD HAZARD DISCLOSURE: Purchaser(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Purchaser is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage. In a non – mortgage transaction, purchasers are advised to determine whether property is in a flood plain or obtain flood plain certification. If the property is deemed to be in a flood plain, purchaser is advised to purchase flood insurance.

8. PROPERTY SURVEYS: If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known encroachments, utility easements and other matters. Staked surveys may be used by a title company to issue an owner's title policy without exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

9. OTHER:

	<i>Rodney Hamilton</i>	<small>dotloop verified 05/24/21 10:41 AM EDT LX2K-BK3B-UBTP-K4TB</small>	
WITNESS	PURCHASER	PURCHASER	DATE
WITNESS	SELLER	SELLER	DATE

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JACKSON AREA ASSOCIATION OF REALTORS

11/11





Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 599.104

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
 - (a) The exercise of a reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property or the property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at all the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agents

A seller's agent, under a listing agreement with the seller, acts solely on the behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on the behalf of the seller. Sellers' agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The seller through execution of a limited service agreement may waive individual services. Only those services set forth in paragraph (2) (b),(c), and (d) above may be waived by the execution of a limited service agreement.

Buyer's Agents

A buyer's agent, under a buyers' agency agreement with the buyer, acts solely on the behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyers' agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c) or (d) above may be waived by the execution of a limited service agreement.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm, not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

Licensee Disclosure (check one)

I hereby disclose the agency status of the licensee named below is:

- Seller's Agent
- Buyer's Agent
- Dual Agent **If ERA Reardon Realty represents both buyer and seller**
- Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer)
- None of the Above

Affiliated Licensee Disclosure (check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee: Rich Cook dotloop verified
05/24/21 10:23 AM EDT
WC2K-IUCA-LA9H-TP4G

Licensee:

Acknowledgement

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

Potential Buyer / Seller (circle one) Rebecca Hamilton dotloop verified
05/24/21 10:41 AM EDT
W8AG-7RES-A1UO-I7JG

Potential Buyer / Seller (circle one)



PURCHASE AGREEMENT

Property Address 514 First Street, Jackson, MI 49203

Listing Office: ERA Reardon Realty

Selling Office: ERA

Office License #: _____

Office License #: _____

Phone: 517-474-7424 Fax: _____

Phone: _____ Fax: _____

Listing Agent: Richard Cook

Selling Agent: Rich Cook

Listing Agent License #: _____

Selling Agent License #: _____

Phone: 5174747424 Fax: _____

Phone: _____ Fax: _____

Email: cook087@msn.com

Email: _____

Seller's Agent Dual Agent Transaction Coord.

Seller's Agent Buyer's Agent Dual Agent Transaction Coord.

1. **THIS** offer made at _____ AM/PM 05/21/2021 between (Buyer) Rodney Hamilton Investments specify marital/legal status: single Address 802 first st. Jackson mi. and Seller Jonathan greene

2. **FOR** the purchase of the property commonly known as 514 First Street City Jackson Zip 49203 or described as LOT 8 BLK 8 LIVERMORE WOOD & EATON'S ADD located in the _____ of _____, County of Jackson County, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property. **ALL** buildings, attached fixtures, improvements, built-in appliances, landscaping, and gas, oil and mineral rights owned by Seller are included in the purchase price.
 Exceptions Additions: _____

3. **PURCHASE PRICE** _____ Dollars \$ 30000

4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: _____

5. **TERMS** of purchase to be indicated by "X" below (Other unmarked terms of purchase do not apply):
 CASH: The full purchase price upon execution and delivery of Warranty Deed. Buyer agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) calendar days of the date this agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.
 NEW MORTGAGE: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a _____ type mortgage for no less than _____ years, with a minimum down payment of _____% of the purchase price at no more than _____% interest per annum. Buyer will supply to Seller a pre-qualification letter within _____ calendar days from the acceptance. Buyer will make formal mortgage application and order appraisal through Buyer's lender within _____ days of the date of this acceptance.
 LAND CONTRACT: \$ _____ upon execution and delivery of a land contract with the balance payable in monthly principal and interest installments of \$ _____ or more. Interest at _____ % per annum. Interest to start on date of closing and first payment due 30 calendar days after closing date. Land contract due in full no later than _____ after date of closing. At time of payoff, Seller shall provide a warranty deed and pay all county/state transfer taxes. Payment will will not include taxes and insurance in the monthly payment. Said Contract will will not have a due on sale clause. **BUYER** does does not request a land contract memo at the Buyer's expense. Additional terms _____

6. **HOME SALE CONTINGENCY** This agreement is contingent upon: NONE
 SALE OF CLOSE OF: _____ ADDRESS _____

7. **EARNEST MONEY** Buyer herewith deposits \$ 1,000 in the form of check as earnest money to be held by American Title- Jackson as part of the purchase price or the down payment portion where applicable. If this agreement is not accepted, or the conditions, contingencies, and/or any inspections specified are not satisfied, the earnest money shall be refunded to the Buyer. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. If Buyer defaults in the performance of this agreement, all deposits shall be forfeited to Seller in full termination of this agreement or may pursue specific performance of this agreement. If the sale is not closed, the REALTOR® may notify Buyer and Seller in writing, of REALTOR®'s intended disposition of the earnest money deposit. All parties shall be deemed to have agreed to the disposition of the earnest money deposit unless REALTOR® receives written objection from either party within ten (10) calendar days of receipt of notification. If a dispute occurs involving the deposit, in whole or in part, the non - prevailing party, as determined by the court, will reimburse the other party and Broker(s) for reasonable attorney's fees and expenses incurred in connection with the dispute, including interpleader actions. If a dispute exists between the Seller and Buyer, Seller and Buyer agree that the Selling Broker/Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties.

PURCHASE AGREEMENT

Property Address 514 First Street, Jackson, MI 49203

8. **FORM** of Conveyance:

- A. Seller shall convey and transfer, by Warranty Deed or Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy with standard exceptions dated in the amount of the purchase price, subsequent to this agreement, and pay all county/state transfer tax.
- B. When applicable, insert the number of divisions and include in deed/land contract: "The grantor grants to the grantee the right to make all _____ (insert number) division(s) under Section 108 of the land division act, Act. No. 288 of the Public Acts of 1967."

9. **CLOSE** of sale shall be on or before 06/18/2021.

10. **PRORATIONS:** Rent and association fees, if any, are to be prorated as of the date of closing. Buyer will reimburse Seller for fuel oil/propane in the tank at possession. If possession is not at close, Buyer will escrow the sum of \$_____ for final reading with Listing Broker Title Company. Upon verification of remaining amounts at possession, written authorization for release of funds is required. Any excess funds will be returned to Buyer and Buyer will be responsible for any shortage.

Seller will escrow the sum of \$_____ for final water and sewer bill with Listing Broker Title Company. Escrowed funds will be released to Seller upon verification that the final bill has been paid or will be used to pay the final bill upon receipt by the escrow agent. Any excess funds will be returned to Seller and Seller will be responsible for any shortage. Any unmetered Water and Sewer to be prorated to the date of closing.

11. **POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing. Possession shall be delivered to Buyer, subject to rights of present tenants, if any: Immediate Possession at Time of Closing

At _____ a.m. p.m. on the _____ day after completion of the closing, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$_____ as an occupancy fee for this period, to be escrowed by title company at closing. If Seller occupies the property after closing, Seller will pay all utilities and be responsible for routine maintenance during such occupancy. Buyers will maintain the property structural components and mechanical systems during such occupancy. If any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of the property, Seller will be responsible for the expense of such repairs and replacement. On the agreed possession date, Seller shall deliver the property free of trash and debris, in broom-clean condition, shall remove all personal property (unless otherwise agreed by the parties), make arrangements for final payment of all utilities, and shall deliver all keys and remote controls to Buyer. If Seller fails to deliver possession to Buyer on the agreed date, Buyer shall be entitled to immediate possession without any notice to Seller.

Exceptions: _____

12. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. **EXCEPT**, if taxes are unallocated as to the parcel being sold, Buyer and Seller agree that this split represents 100 % of the total and this allocation will be used for proration purposes as well as for any reimbursements owed by either party for future bills that do not reflect the split.

13. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the seller _____. (If the Buyer elects to assume existing special assessments and is obtaining a mortgage, Buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

14. **ACKNOWLEDGEMENT OF DISCLOSURES:**

Lead Based Paint: (For residential housing built prior to 1978 only): Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this agreement.

Buyer shall have 10 days after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Seller's Disclosure:

Buyer acknowledges that a Seller's Disclosure statement dated 05/24/2021 has been provided to Buyer in compliance with the Michigan Seller Disclosure Act.

Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent.

15. **HOME WARRANTY**

Buyer has been advised of the availability of a Home Warranty program. Said Home Warranty plan to be provided by _____ at _____ expense. Buyer waives Home Warranty.



Buyer initials RH
05/24/21
10:41 AM EDT
dotloop verified

Buyer Initials

Seller initials

Seller initials



PURCHASE AGREEMENT

Property Address 514 First Street, Jackson, MI 49203

16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 calendar days after the date of Acceptance. These inspections may include, but may not be limited to, mechanical, electrical and structural inspections, as well as inspections for radon, mold and/or asbestos. Buyer agrees to return the property to it's prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, Buyer shall, within the 10 day period, provide written notice of Buyer's dissatisfaction to Seller that shall include proposed revisions to the purchase agreement that will resolve Buyer's dissatisfaction with the inspections. Seller shall then have 5 days to accept the proposed modifications to the purchase agreement or refuse to accept the proposed modifications. If Seller fails to respond within the 5 day period, Seller's failure to respond shall constitute a rejection of the proposed modification. If Seller agrees to the modification, the sale shall proceed to closing. If Seller refuses to respond or rejects the proposed modifications, Buyer may either withdraw its objections and proceed to closing or terminate the agreement, and have the earnest money deposit returned to Buyer. Buyer's failure to respond to Seller's rejection within 5 days from Seller's notice of rejection, shall constitute a termination of this agreement.

Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **WELL AND SEPTIC INSPECTIONS – CONTINGENCY TO BE REMOVED WITHIN 10 DAYS OF ACCEPTANCE:**

Connected to community water Connected to community sewer

Buyer Seller to furnish a written report stating that the water is potable.
 by a certified inspector.

Buyer Seller to furnish a written report that the well system is in good working order.
 by a certified inspector.

Buyer Seller to furnish a written report stating that the septic system is in good working order.
 by a certified inspector.

Buyer waives water/well/septic inspection.

If any of the above reports regarding well and septic are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. Any request by Buyer to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing after Seller rejects Buyer's modification request or Seller fails to respond within 5 days of receiving Buyer's request.

18. **WOOD DESTROYING INSECT INSPECTION:** Buyer Seller Buyer waives wood destroying insect inspection - shall furnish at his expense, within 10 days of acceptance, an inspection by a pest control company for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 5 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles, carpenter ants, or carpenter bees. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

19. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

Mortgage Report – Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's lender only if required by lender. This report shall identify any buildings and improvements on the property as described with no boundary lines established.

Property Improvement Report – Buyer shall furnish at Buyer's expense a current property improvement report certified to the Buyer. This report shall identify any buildings and improvements on the property as described with no boundary lines established. (This document can be utilized in situations where the lender does not require a mortgage certificate.)

Boundary (Stake) Survey - Buyer Seller shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

Buyer waives stake survey, mortgage report and property improvement report.

20. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.

21. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, 3) Property complies with or is not affected by the Land Division Act, as amended, and 4) to determine how Buyer(s) will take title.



Buyer initials

05/24/21
10:41 AM EDT
dotloop verified

Buyer Initials

Seller initials

Seller initials



PURCHASE AGREEMENT

Property Address 514 First Street, Jackson, MI 49203

22. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act., MCL 691.1681, et seq. This agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

INITIAL IF YOU AGREE TO ARBITRATE:

Buyer Seller

23. **OTHER PROVISIONS:** _____

24. **MISCELLANEOUS:** The parties agree that a) there are no additional written, any oral agreements or understandings, b) the agreement shall not be amended or modified unless both parties do so in writing, c) this agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, e) this agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provided for herein and f) information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Area Association of REALTORS®. Parties waive any right to claim damage from the dissemination of such information.

25. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

26. Buyer gives the Seller until 6pm AM/PM 05/26/2021, for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between Buyer and Seller.

Rodney Hamilton dotloop verified 05/24/21 10:41 AM EDT OQA4-QOVY-DDTC-VMCG

BUYER

BUYER

Rodney Hamilton

Print Buyer's Legal Name

Print Buyer's Legal Name

27. **Seller's Response:** _____ AM/PM

ACCEPT REJECT ACCEPT AS FOLLOWS: _____

and Seller gives the Buyer until _____ AM/PM _____, to accept any changes. Receipt is acknowledged by Seller of a copy of this agreement.

SELLER

SELLER

SELLER MARITAL STATUS

28. **Buyer's Receipt and Acceptance of Changes:** _____ AM/PM

Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance is subject to changes, Buyer agrees to accept changes; all other terms and conditions remain unchanged.

ACCEPT/ACKNOWLEDGEMENT REJECT EXCEPT: SEE ADDENDUM: _____

BUYER

BUYER

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS®. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS® is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.

