



AGENDA - CITY COUNCIL MEETING

June 8 , 2021

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by First Ward Councilmember Arlene Robinson**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
6. **PUBLIC HEARINGS.**
 - A. **A Public Hearing and Resolution to Adopt the Final Project Plan for the City's Application for the Drinking Water State Revolving Fund Loan**
Allow for a public hearing as required by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the Drinking Water State Revolving Fund (DWSRF) loan with principal forgiveness for disadvantaged communities. Resolution for approval adopting the City of Jackson Drinking Water State Revolving Fund final project plan.
 - B. **A Public Hearing on the Brownfield Plan for the Redevelopment of 769-811 East Washington Avenue (Objectiv E Washington LLC)**
Hold a public hearing to receive public comment on the Brownfield Plan for the redevelopment of 769-811 East Washington Avenue - Objectiv E Washington LLC.
 - C. **Recess as a City Council and convene as a Board of Review**
 - a. **Public Hearing on Special Assessment Roll No. 4301, Delinquent Miscellaneous 101 General Fund Accounts Receivable**
 - i. *Resolution Confirming Roll No. 4301*

b. Public Hearing on Special Assessment Roll No. 4302, Delinquent Miscellaneous 641 Public Works Fund Accounts Receivable

i. Resolution Confirming Roll No. 4302

c. Public Hearing on Special Assessment Roll No. 4303 Delinquent Miscellaneous 251 Housing Code Fund Accounts Receivable

i. Resolution Confirming Roll No. 4303

Adjourn as Board of Review and Reconvene as City Council

7. CITIZEN COMMENTS. (3-Minute Limit)

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

A. CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021

Accept and place on file, the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021.

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of May 25, 2021

Approve the minutes of the regular City Council Meeting of May 25, 2021.

B. Approval of Traffic Control Order 2347 – McBride Street at First Street

Approval of Traffic Control Order 2347 to install “No Parking Any Time” signs with arrows the legal distance of 39 feet west of the stop sign on the south side of McBride and 20 feet west of the sidewalk along First Street on the north side of McBride.

C. Minutes of the Budget Workshop Meeting of May 18, 2021

Approve the minutes of the Budget Workshop Meeting of May 18, 2021.

D. Special Event Application for the Ella Sharp Museum Association Art, Beer, & Wine Festival

Approve a request from the Ella Sharp Museum Association to host their Art, Beer, & Wine Festival on Saturday, August 7 at the Ella Sharp Museum & Ella Sharp Park.

- E. Special Event Application for the YMCA's Top Deck Group Exercise Class**
Approve a request from the YMCA to host weekly Top Deck Group Exercise Classes in the Francis Street Parking Deck, Level 4B.
- F. Special Event Application for the Pentecostal Church of God Outdoor Worship Services**
Approve a request from the Pentecostal Church of God to host three outdoor worship services in Horace Blackman and Bloomfield Parks.
- G. Local Government Unit Approval for Social District Permit**
Consideration of a resolution approving the Social District Permit application for The Cowboy, LLC, dba The Crazy Cowboy.
- H. Jackson Housing Commission Memorandum of Understanding**
- I. Accept the Resignation of Sheila Troxel from the City Planning Commission**
Accept with regret, the resignation of Sheila Troxel from the City Planning Commission and express gratitude for her service to the City of Jackson.

10. OTHER BUSINESS.

11. NEW BUSINESS.

- A. Award Contracts for the Fiscal Year 2021/2022 Purchase of Water and Wastewater Treatment Chemicals**
Award the various water and wastewater treatment chemical purchases, as presented, via the annual supply bids.
- B. Approve the Sale of City Owned Property Located at 310 Union Street to Brown Floral Co. Inc.**
Approve the sale of City owned property located at 310 Union Street to Brown Floral Co. Inc.
- C. Approve a Resolution in Support for a Brownfield Plan and Approve a Redevelopment and Reimbursement Agreement for 769-811 East Washington Avenue (Objectiv E Washington LLC)**
Approve a resolution in support for a Brownfield Plan as well as the accompanying redevelopment and reimbursement agreement for 769-811 East Washington Avenue (Objectiv E Washington LLC).
- D. Approve the Second Extension of the 2017 Bridge Consulting Services Contract**

Approval of the second extension of the 2017 Bridge Consulting Services Contract with Great Lakes Engineering of Lansing, Michigan in the amount of \$18,056.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

E. Approve a Resolution to Amend the CDBG Budgets for Fiscal Years 2019/2020 & 2020/2021 for Rehabilitation Administration Activities

Approve the resolution to amend the Community Development Block Grant (CDBG) budgets for fiscal years 2019/2020 and 2020/2021 to budget excess program income received in fiscal year 2019/2020 to the fiscal year 2020/2021 Rehabilitation Administration activities.

F. Approve a Resolution to Amend the General Fund and Major Street Fund Budgets for the 2020/21 Fiscal Years

Approve a budget resolution amending the General Fund and Major Street Fund budgets for fiscal year 2020/2021.

G. Approve the Downtown Development Authority 2021/22 Budget

Approve the Downtown Development Authority's budget for the fiscal year 2021/2022.

H. Second Reading and Adoption of Ordinance No. 2021-02

Adopt Ordinance No. 2021-02 amending Chapter 14 to provide for property registration exemptions for immediate family members of a non-owner occupied dwelling; to establish a three-year registration and certificate compliance cycle commencing in 2022; and to provide for rent abatement consistent with the provisions of the Michigan Housing Code.

I. Second Reading and Adoption of Ordinance No. 2021-03

Adopt Ordinance No. 2021-03 amending the Foreclosed, Vacant, and Abandoned Residential Property Registry Sections 14-400 through 14-420 of Chapter 14, Jackson Code of Ordinances.

J. Second Reading and Adoption of Ordinance No. 2021-04

Adopt Ordinance No. 2021-04 amending Sections 5-1 through 5-4 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 are properly identified and to provide a penalty for unregistered contractors.

K. Approve the Sale of City Owned Property located at 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster

Approve the sale of City owned property located at 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster.

L. 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.

M. Approve the Sale of City Owned Property Located at 160 W. Prospect

Approve the sale of City owned property located at 160 W. Prospect St. for \$35,000 and authorize the City Manager to sign all sale documents associated with the Property Transfer, and to make minor modifications as needed.

N. Approve the Sale of City Owned Property Located at 301 Bates

Approve the sale of City owned property located at 301 Bates 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: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: June 8, 2021

SUBJECT: Public Hearing and Resolution to adopt the final Project Plan for the City's application for the Drinking Water State Revolving Fund loan.

Recommendation:

Allow for the Public Hearing at the City Council meeting on June 8th, as required by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the Drinking Water State Revolving Fund (DWSRF) loan with principal forgiveness for disadvantage communities.

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.

Beginning May 7, 2021, a full copy of the draft DWSRF Project Plan was made available for public review on the City of Jackson website. Fishbeck, the engineering consultant for the City's DWSRF Project Plan would like to present a brief summary of the project plan.

- A. Resolution for approval adopting the City of Jackson Drinking Water State Revolving Fund final Project Plan.

Your consideration and concurrence is appreciated.

**A RESOLUTION ADOPTING A FINAL PROJECT PLAN
FOR LEAD SERVICE LINE REPLACEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Jackson recognizes the need to replace lead service lines in accordance with the new Lead and Copper Rule; and

WHEREAS, the City of Jackson authorized Fishbeck to prepare a Project Plan, which recommends the replacement of lead service lines; and

WHEREAS, said Project Plan was presented at a public Jackson City Council meeting on May 25, 2021, and a Public Hearing was held on June 8, 2021, and all public comments have been considered and addressed;

NOW, THEREFORE BE IT RESOLVED, that the City of Jackson formally adopts said Project Plan and agrees to implement the selected alternative (replacement of lead service lines);

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

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, Jackson County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on June 8, 2021. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

Andrea Muray, City Clerk

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Nays:

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Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: June 8, 2021
SUBJECT: Confirmation of Special Assessment Rolls Nos. 4301, 4302 and 4303

Recommendation:

Recess as a City Council and convene as a Board of Review.

- A. Public Hearing on Special Assessment Roll No. 4301 Delinquent Miscellaneous 101 General Fund Accounts Receivable
 - 1. Resolution Confirming Roll No. 4301
- B. Public Hearing on Special Assessment Roll No. 4302 Delinquent Miscellaneous 641 Public Works Fund Accounts Receivable.
 - 1. Resolution Confirming Roll No. 4302
- C. Public Hearing on Special Assessment Roll No. 4303 Delinquent Miscellaneous 251 Housing Code Fund Accounts Receivable
 - 1. Resolution Confirming Roll No. 4303

Adjourn as a Board of Review and Reconvene as City Council.

The attached resolutions are preliminary because payments can be made until 5 p.m. on December 8, 2020 Therefore, if in the event the amount of the Special Assessment Roll is changed, final copies of each resolution will be in provided via email prior to the meeting

A notification letter was sent to each property owner included on the rolls. It is my recommendation that the resolutions be adopted after the public hearings are held.

June 1, 2021

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

Please place on the agenda for Tuesday, June 8, 2021, the following special assessment roll(s), setting a public hearing for Tuesday, June 8, 2021:

<u>ROLL NUMBER</u>	<u>ROLL PURPOSE</u>	<u>AMOUNT ASSESSED</u>	<u>INSTALLMENTS</u>
4301	Del'q Misc 101 General Fund Accounts Receivable	\$ 32,586.24	1
4302	Del'q Misc 641 Public Works Fund Accounts Receivable	\$ 14,760.10	1
4303	Del'q Misc 251 Housing Code Enforcement Fund Accounts Receivable	\$ 172.68	1

The above special assessment roll(s) will be confirmed by the City Council on Said Tuesday, June 8, 2021.

For each roll, prior to mailing, please provide our office with a sample of the letter that will be sent to property owners.

Thank you,



Deborah Koehn
Senior Appraiser

Copy: City Manager's Office, Engineering, Public Works Department, Water Department, Wastewater Treatment Plant, Fire Department, Police Department, NEO, Finance/Sue, File.

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4301)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4301 DLQ 101 GEN FUND	1-026700000 GEISTEL PAUL 233 W GANSON ST JACKSON MI 49201	0.00 0.00	0.00		0.00	247.28 0.00	247.28
W 1/2 OF N 1/2 OF N 1/2 OF LOT 13 BLK 2 DURAND'S ADD W OF JAY ST							
4301 DLQ 101 GEN FUND	1-039300000 BLAINE GLENN ESTATE 647 SOUTH ST GRASS LAKE MI 49240	0.00 0.00	0.00		0.00	331.16 0.00	331.16
0395, 0399, 0400 LAND COM ON W LN JOHN ST 335 FT N OF N LN TAYLOR ST TH W 8 RDS TH S 71 FT TH W TO WLY LN BLK 9 TH NWLY ALG WLY LN OF SD BLK 165 FT M/L TH E TO A POINT ON THE W LN PF JOHN ST 82 FT N OF POB TH S ALG W LN OF JOHN ST 82 FT TO POB BLOCK 9 DURAND'S ADD							
4301 DLQ 101 GEN FUND	1-050800000 LEE DAVID E 5394 AMBER DR E LANSING MI 48823	0.00 0.00	0.00		0.00	327.92 0.00	327.92
WEST 75 FT OF LOT 15 BLK 4 NORTH STAR ADD							
4301 DLQ 101 GEN FUND	1-058100000 POLANCO JASON 11967 HANOVER RD HANOVER MI 49241	0.00 0.00	0.00		0.00	331.74 0.00	331.74
S 50 FT OF LOTS 12 & 13 LANSING AVE ADD							
4301 DLQ 101 GEN FUND	1-065300000 MARTINSEN JANICE A 1115 LANSING AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 2 HILLSIDE SUB DIV							
4301 DLQ 101 GEN FUND	1-075100000 CURTIS MATTHEW 711 LEROY ST JACKSON MI 49202	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 107 HILLSIDE SUB DIV							
4301 DLQ 101 GEN FUND	1-078300000 NASTALLY ANDREW S 1411 LANSING AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 159 C K PERRINE'S HILLSIDE SUB DIV							

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4301 DLQ 101 GEN FUND	2-004200000 MEIER NIKOLAI & SIMONS RAYCHELLE 500 16TH ST APT 219 WATERVLIET NY 12189	0.00 0.00	0.00		0.00	327.92 0.00	327.92
E 44 FT OF LOT 3 B3N R2W OF STRATTON'S PLAT OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4301 DLQ 101 GEN FUND	2-135300000 HILL HERBERT 804 LINCOLN ST JACKSON MI 49202	0.00 0.00	0.00		0.00	554.16 0.00	554.16
S 1/2 OF LOT 21 BLK 6 FOOTE & BENNETT'S ADD							
4301 DLQ 101 GEN FUND	2-219700000 SMITH JOY E 525 ST CLAIR AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	358.48 0.00	358.48
E 33 FT OF LOT 47 BIRNEY'S ADD							
4301 DLQ 101 GEN FUND	3-004900000 REASONABLE HOMEBUYERS & PROP MGMT 4424 GLORIA ST WAYNE MI 48184	0.00 0.00	0.00		0.00	250.16 0.00	250.16
LOT 13 EX W 48 1/8 FT BLK 9 LIVERMORE WOOD & EATON'S ADD							
4301 DLQ 101 GEN FUND	3-015200000 ECKER PAUL W 708 SECOND ST JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
N 1/2 OF LOT 11 BLK 13 LIVERMORE WOOD & EATON'S ADD							
4301 DLQ 101 GEN FUND	3-019600000 FLETCHER TONYA S 412 THIRD ST JACKSON MI 49201	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 16 BLK 15 LIVERMORE WOOD & EATON'S ADD							
4301 DLQ 101 GEN FUND	3-180600000 DELATER EMILY E & JAMES A 2075 COMMERCE BLVD APT 129 ANN ARBOR MI 48103	0.00 0.00	0.00		0.00	489.14 0.00	489.14
LOT 3 BLK 1 LOESER'S SUB DIV OF BLKS 14, 15, 16 & PART OF BLKS 6, 7 & 8 JACKSON MOUND ADD							
4301 DLQ 101 GEN FUND	3-190300000 RATLIFF FIKES PALMA D 7105 ROYAL OAKLAND DR INDIANAPOLIS IN 46236	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 1 & NLY 20 FT OF LOT 16 BLK 7 LOESER'S SUB DIV OF BLKS 14, 15 & 16 & PART OF BLKS 6, 7 & 8 JACKSON MOUND ADD							

Special Assessment Roll for CITY OF JACKSON
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Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4301 DLQ 101 GEN FUND	3-195500000 CUSTER VERLA V 814 SECOND ST JACKSON MI 49203	0.00 0.00	0.00		0.00	206.96 0.00	206.96
W 43 FT OF LOT 15 & ALL OF LOT 16 BLK 1 EATON WEBSTER & HARWOOD'S ADD							
4301 DLQ 101 GEN FUND	3-202100000 BENSON KEVIN D ETAL 940 CHITTOCK AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 1 EX N 89 FT BLK 4 EATON WEBSTER & HARWOOD'S ADD							
4301 DLQ 101 GEN FUND	3-203400000 HAWKINS RUSSELL T & JANICE L 470 COMMONS BLVD APT A JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
E 111.10 FT OF S 38.50 FT OF N 92 FT OF LOT 6 BLK 4 EATON WEBSTER & HARWOOD'S ADD							
4301 DLQ 101 GEN FUND	3-213500000 KENNEDY TREVOR 1301 LANSING AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 13 & E 8 FT OF N 1/2 OF LOT 12 BLK 13 HARWOOD'S ADD							
4301 DLQ 101 GEN FUND	3-216000000 COOLEY TRAVIS W 409 GARFIELD ST JACKSON MI 49203	0.00 0.00	0.00		0.00	267.44 0.00	267.44
LOT 35 ASSESSOR'S GARFIELD PLAT							
4301 DLQ 101 GEN FUND	3-239800000 MIETELKA JOHN C JR 1620 FIRST ST JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 6 BLK 2 PROSPECT ADD							
4301 DLQ 101 GEN FUND	3-2550.1000 HOLLEMAN LAWRENCE R 3340 TACOMA CIRCLE ANN ARBOR MI 48108	0.00 0.00	0.00		0.00	247.28 0.00	247.28
W 26 FT OF LOT 1 BLK 3 SOUTH PARK SUB DIV OF BLKS 1, 2, 5, 6, 9 & PARTS OF BLKS 7 & 8 GRISWOLD'S ADD							
4301 DLQ 101 GEN FUND	4-018400000 CASEY BEATRICE 3750 REYNOLDS RD JACKSON MI 49201	0.00 0.00	0.00		0.00	497.44 0.00	497.44

S 55 FT OF W 80 FT M/L OF LOT 12 B2S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4301)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4301 DLQ 101 GEN FUND	4-030400000 CANNON JAMES D ESTATE PO BOX 4060 JACKSON MI 49204	0.00 0.00	0.00		0.00	247.28 0.00	247.28
W 3 RDS OF E 8 RDS OF LOT 1 B4S R2W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4301 DLQ 101 GEN FUND	4-031900000 INOC LLC P O BOX 12587 COLUMBIA SC 29201	0.00 0.00	0.00		0.00	327.92 0.00	327.92
W 1/2 OF E 4 RDS OF LOT 6 B4S R2W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4301 DLQ 101 GEN FUND	4-039300000 OVERTON JERMAINE L ETAL 133 WALL ST JACKSON MI 49203	0.00 0.00	0.00		0.00	1,001.23 0.00	1,001.23
E 2 FT OF LOT 6 & W 1/2 OF LOT 7 BLK 5 LIVERMORE WOOD & EATON'S ADD							
4301 DLQ 101 GEN FUND	4-061200000 CANNON JAMES ESTATE PO BOX 4060 JACKSON MI 49204	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 8 ASSESSOR'S SOUTH PLAT							
4301 DLQ 101 GEN FUND	4-064800000 CANNON JAMES ESTATE PO BOX 4060 JACKSON MI 49204	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 44 ASSESSOR'S SOUTH PLAT							
4301 DLQ 101 GEN FUND	4-066700000 CANNON JAMES D ESTATE PO BOX 4060 JACKSON MI 49204	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 60 ASSESSOR'S SOUTH PLAT							
4301 DLQ 101 GEN FUND	4-067100000 HUGHES TIMIKA R 4424 GLORIA ST WAYNE MI 48184	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 64 ASSESSOR'S SOUTH PLAT							
4301 DLQ 101 GEN FUND	4-075500000 ASD DIVERSIFIED LLC 6815 XANA WAY CARLSBAD CA 92009	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 152 ASSESSOR'S SOUTH PLAT							

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Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4301 DLQ 101 GEN FUND	4-085700000 LATOSZEWSKI MICHELLE E ETAL 906 MAPLE AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
N 21 FT OF LOT 2 & ALL OF LOT 1 EX W 31 FT THEREOF BLK 2 C E WEBB'S ADD							
4301 DLQ 101 GEN FUND	4-095400000 RUBIANO GINA P T 1115 WILLIAMS ST JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
S 33 FT OF LOT 7 BLK 6 C E WEBB'S ADD							
4301 DLQ 101 GEN FUND	4-096400000 PORRAS JOHN D 3038 ACOMA DR INDIANAPOLIS IN 46235	0.00 0.00	0.00		0.00	155.86 0.00	155.86
LOT 17 BLK 6 C E WEBB'S ADD							
4301 DLQ 101 GEN FUND	4-101100000 SCHWAB MONIKA C PO BOX 124 JACKSON MI 49204	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LAND COM AT A PT ON W LN OF WILLIAMS ST 162 FT S OF S LN OF ROCKWELL ST TH W 8 RD TH S 36 FT TH E 8 RDS TO W LN OF WILLIAMS ST TH N 36 FT TO BEG SE 1/4 SE 1/4 SEC 3 T3S R1W							
4301 DLQ 101 GEN FUND	4-101800000 DARROW THOMAS ESTATE 3793 W CHICAGO RD JONESVILLE MI 49250	0.00 0.00	0.00		0.00	327.92 0.00	327.92
W 90 FT OF LOT 2 TINKER'S ADD							
4301 DLQ 101 GEN FUND	4-107700000 ESSEX AMBERLE & DENNIS 1205 LINWOOD AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 60 TINKER'S ADD							
4301 DLQ 101 GEN FUND	4-120600000 D'HAENE DANIEL ETAL 6971 W WILLOW HWY LANSING MI 48917	0.00 0.00	0.00		0.00	247.28 0.00	247.28
S 54 FT OF LOT 1 BLK 8 HARWOOD'S ADD							
4301 DLQ 101 GEN FUND	4-125400000 BRAXTON-JACKSON KARA 4695 DIANN DR ATLANTA GA 30349	0.00 0.00	0.00		0.00	247.28 0.00	247.28
S 42 FT OF N 48 FT OF LOT 13 BLK 9 HARWOOD'S ADD							

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Special Population Both Active and Inactive Parcels

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4301 DLQ 101 GEN FUND	4-125500000 DOUGLAS ANDREW & CLOSE MISTY 1021 FIRST ST JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
S 19.5 FT OF LOT 12 & N 21.5 FT OF LOT 14 BLK 9 HARWOOD'S ADD							
4301 DLQ 101 GEN FUND	4-1362.A000 LAFOND GARY A ETAL 245 W HIGH ST JACKSON MI 49203	0.00 0.00	0.00		0.00	617.22 0.00	617.22
W 44 FT LOT 2 BLK 4 DIV 1 & A STRIP OF LAND 16.5 FT WIDE ADJ SD LOT ON N FORMERLY PLATTED AS PART OF HIGH ST NOW VACATED AMENDED PLAT OF DIV 1, 2 & 3 OF SUMMITVILLE ADD							
4301 DLQ 101 GEN FUND	4-152300000 WATKINS DONALD P ETAL 161 W HIGH ST JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
BEG AT A PT ON S LN OF HIGH ST 175.22 FT E OF E LN OF JACKSON ST TH E 58.33 FT TO W LN OF WILLIAMS ST TH S 132 FT TH W 58.42 FT TH NLY TO POB NE 1/4 NE 1/4 SEC 10 T3S R1W							
4301 DLQ 101 GEN FUND	4-155700000 DARROW THOMAS ESTATE 3793 W CHICAGO RD JONESVILLE MI 49250	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LAND COM AT INTERS OF W LN OF MAPLE AVE EXT S WITH N LN OF DOUGLAS ST TH W 93.8 FT TH N 40.5 FT TH E 93.8 FT TH S 40.5 FT TO BEG NE 1/4 NE 1/4 SEC 10 T3S R1W							
4301 DLQ 101 GEN FUND	4-156500000 COLLADO PROPERTY MANAGEMENT & CO 1434 HOBART AVE BRONX NY 10461	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 19 SHEAP'S ADD							
4301 DLQ 101 GEN FUND	4-186200000 DESHRAJ MEGHNA 7 N HILLSIDE AVE LIVINGSTON NJ 07039	0.00 0.00	0.00		0.00	408.50 0.00	408.50
LAND COM AT PT ON N LN OF PROSPECT ST 52.8 FT W OF W LN OF WOODSUM ST TH N 7 RDS TH W 52.7 FT TH S 7 RDS TO N LN OF PROSPECT ST TH E 52.7 FT TO BEG BLK 25 PROSPECT ADD							
4301 DLQ 101 GEN FUND	5-006400000 SONIC INVESTMENTS LLC 808 W LAKE LANSING RD STE 100 EAST LANSING MI 48823	0.00 0.00	0.00		0.00	247.28 0.00	247.28

0062
N 32 FT OF LOT 5 & S 34 FT OF N 66 FT OF W 48 FT OF LOT 5 B3S R2E OF ORIGINAL PLAT OF VILLAGE OF
JACKSONBURG

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4301)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4301 DLQ 101 GEN FUND	5-034700000 TRANSCENDENT INVESTMENTS LLC 43460 SCENIC LN NORTHVILLE MI 48167	0.00 0.00	0.00		0.00	408.50 0.00	408.50
LOT 17 BLK 2 KNAPP'S ADD							
4301 DLQ 101 GEN FUND	5-049400000 WEATHERFORD BRIDJESS A 827 DENEYCOURT AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 5 & N 8.25 FT OF LOT 7 BLK 14 KNAPP'S ADD							
4301 DLQ 101 GEN FUND	5-059600000 LANSING INVESTMENT PROPERTIES P O BOX 1 MULLIKEN MI 48861	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 6 COOLEY PLACE							
4301 DLQ 101 GEN FUND	5-064400000 BUSFIELD JOHN R 927 CHITTOCK AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 3 BLK 2 RUSTIC HALL ADD							
4301 DLQ 101 GEN FUND	5-066400000 BLAIR ALAIN 1538 N ROCKWELL #1R CHICAGO IL 60622	0.00 0.00	0.00		0.00	331.74 0.00	331.74
S 28 FT OF LOT 7 & N 19 FT OF LOT 8 BLK 1 MERRIMAN'S ADD							
4301 DLQ 101 GEN FUND	5-076900000 LUBANA PARAMJIT S 1202 W FRANKLIN ST JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
N 1/2 OF LOT 1 BLK 2 MOORE'S ADD							
4301 DLQ 101 GEN FUND	5-077000000 LUBANA PARAMJIT S 1202 W FRANKLIN ST JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
S 1/2 OF LOT 1 BLK 2 MOORE'S ADD							
4301 DLQ 101 GEN FUND	5-077100000 LUBANA PARAMJIT S 1202 W FRANKLIN ST JACKSON MI 49203	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 2 & W 16.5 FT OF LOT 3 BLK 2 MOORE'S ADD							

Special Assessment Roll for CITY OF JACKSON
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Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4301 DLQ 101 GEN FUND	5-104500000 JOHANSEN ANTHONY 3407 TRUMBULL ST DETROIT MI 48208	0.00 0.00	0.00		0.00	327.92 0.00	327.92
N 1/2 OF LOT 9 BLK 11 ROOT'S SOUTH ADD							
4301 DLQ 101 GEN FUND	5-104600000 JOHANSEN ANTHONY 3407 TRUMBULL ST DETROIT MI 48208	0.00 0.00	0.00		0.00	354.72 0.00	354.72
S 1/2 OF LOT 9 BLK 11 ROOT'S SOUTH ADD							
4301 DLQ 101 GEN FUND	5-110400000 DARROW THOMAS ESTATE 3793 W CHICAGO RD JONESVILLE MI 49250	0.00 0.00	0.00		0.00	537.29 0.00	537.29
LAND COM ON E LN OF S MARTIN LUTHER KING JR DR (FORMERLY FRANCIS ST) 74.25 FT S OF S LN OF RIDGEWAY ST (FORMERLY S HILL ST) TH E 132 FT TH S 66 FT TH W 132 FT TH N ON E LN OF S MARTIN LUTHER KING JR DR 66 FT TO POB SW 1/4 SW 1/4 SEC 2 T3S R1W							
4301 DLQ 101 GEN FUND	5-127700000 TODD RICHARD A 3142 BOSTON BLVD LANSING MI 48910	0.00 0.00	0.00		0.00	327.92 0.00	327.92
COM AT A PT ON S LN OF HIGH ST 222 FT W OF W LN OF FRANCIS ST TH S 82 FT PARA WITH FRANCIS ST TH W 66 FT PARA WITH HIGH ST TO E LN OF CHITTOCK AVE TH N 82 FT ALG E LN OF CHITTOCK AVE TO S LN OF HIGH ST TH E 66 FT TO POB NE 1/4 NE 1/4 SEC 10 T3S R1W							
4301 DLQ 101 GEN FUND	5-128200000 GLOBAL REAL INVESTMENTS LLC 829 HIBBARD AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	247.28 0.00	247.28
BEG AT A PT ON S LN OF HIGH ST 67 FT E OF E LN OF FRANCIS ST TH E 45 FT TH S 84 FT TH W 45 FT TH N 84 FT TO POB NW 1/4 NW 1/4 SEC 11 T3S R1W							
4301 DLQ 101 GEN FUND	5-1288.1000 GLOBAL REAL INVESTMENTS LLC 829 HIBBARD AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LAND COM AT INTERS OF E LN OF S MARTIN LUTHER KING JR DR (FORMERLY FRANCIS ST) WITH S LN OF HIGH ST TH S ON E LN OF S MARTIN LUTHER KING JR DR 58 FT FOR POB OF THIS DESC TH S 26 FT TH E 67 FT TH N 26 FT TH W 67 FT TO BEG NW 1/4 NW 1/4 SEC 11 T3S R1W							
4301 DLQ 101 GEN FUND	5-141300000 RICE ANNAMARIE H (KOHN) 121 WALL ST JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
E 16.5 FT OF LOT 6 & W 24.75 FT OF LOT 7 BLK 8 EGGLESTON'S ADD							

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
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Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4301 DLQ 101 GEN FUND	5-172200000 BARIBOGLU SADIK 24100 SOUTHFIELD RD STE 215 SOUTHFIELD MI 48075	0.00 0.00	0.00		0.00	250.16 0.00	250.16
LOT 16 BLK 3 JACKSON LAND & IMPROVEMENT CO'S SUB DIV OF BLKS 2 & 7 & PART OF BLKS 1, 3, 4, 5, 6, 11 & 12 FRANCIS ST ADD							
4301 DLQ 101 GEN FUND	5-182600000 BOYER JACOB 306 E EUCLID AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	358.48 0.00	358.48
LOT 10 BLK 11 JACKSON LAND & IMPROVEMENT CO'S SUB DIV OF BLKS 2 & 7 & PART OF BLKS 1, 3, 4, 5, 6, 11 & 12 FRANCIS ST ADD							
4301 DLQ 101 GEN FUND	5-186300000 FRANCIS & PROSPECT LLC 29500 TELEGRAPH RD STE 110 SOUTHFIELD MI 48034	0.00 0.00	0.00		0.00	909.85 0.00	909.85
1739 LAND OWNED & USED AS ONE PARCEL & DESC AS ALL OF LOTS 7, 8, 18 & 19 ALSO E 26 FT OF LOT 9 & E 51 FT OF LOT 17 BLK 4 JACKSON LAND & IMPROVEMENT CO'S SUB DIV OF BLKS 2 & 7 & PART OF BLKS 1, 3, 4, 5, 6, 11 & 12 OF FRANCIS ST ADD & ALSO LOTS 9 & 11 BLK 4 FRANCIS ST ADD							
4301 DLQ 101 GEN FUND	5-2227.1000 TEE W J REAL PROPERTIES LLC 625 ROBINSON RD JACKSON MI 49201	0.00 0.00	0.00		0.00	206.96 0.00	206.96
PART OF LOT 13 URBAN RENEWAL REPLAT NO 2 DESC AS BEG 86 FT N OF NE COR OF HIGH ST & ADRIAN AVE TH E 71.57 FT TH N 4 FT TH E 51.75 FT TH N 52 FT TH W 123.32 FT TO E LN OF ADRIAN AVE (NOW BARBERRY DR) TH S 56 FT TO POB EX THAT PORTION USED FOR STREET PURPOSES							
4301 DLQ 101 GEN FUND	6-007100000 WHITING MARILYN 4693 DRAPER RD JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
W 1/2 OF LOT 6 BLK 45 AN EXT OF VILLAGE OF JACKSONBURG ON E SIDE OF GRAND RIVER (KNOWN AS FORD'S EASTERN EXT)							
4301 DLQ 101 GEN FUND	6-015500000 602 HUPP AVE LLC PO BOX 849 MICHIGAN CENTER MI 49254	0.00 0.00	0.00		0.00	492.38 0.00	492.38
0156, 0157 LOTS 10, 11 & 12 BLK 58 & A STRIP OF LAND 165 FT NLY & SLY ADJ SD LOTS ON W & EXT TO THREAD OF GRAND RIVER ELM GROVE AMENDED ADD							

Special Assessment Roll for CITY OF JACKSON
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4301 DLQ 101 GEN FUND	6-051700000 CANNON JAMES D ESTATE PO BOX 4060 JACKSON MI 49204	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 32 BLK 5 EATON'S EAST ADDITION							
4301 DLQ 101 GEN FUND	6-072100000 KENMAR PROPERTIES LLC 422 STATE ST ADRIAN MI 49221	0.00 0.00	0.00		0.00	206.96 0.00	206.96
LOT 8 BLK 4 THE KIRTLAND ADD							
4301 DLQ 101 GEN FUND	6-078000000 IRENE INVESTMENTS LLC 3218 IRENE JACKSON MI 49202	0.00 0.00	0.00		0.00	250.16 0.00	250.16
N 1/2 OF LOT 8 BLK 19 E ADD NO 4							
4301 DLQ 101 GEN FUND	6-080200000 WILMORT ENTERPRISES LLC 1339 HORTON RD JACKSON MI 49203	0.00 0.00	0.00		0.00	494.56 0.00	494.56
LAND COM ON NW COR OF LOT 1 BLK 20 TH NELY ALG SLY LN OF MICHIGAN AVE 33.5 FT TH S 64.63 FT TO A PT WHICH IS 89.4 FT W OF W LN OF FORBES ST & 49.5 FT N OF N LN OF LOT 3 TH W 9.6 FT TH S 49.5 FT TO N LN OF LOT 3 AT A PT 99 FT W OF W LN OF FORBES ST TH W 32.5 FT TO W LN OF SD LOT 1 TH N 105 FT TO BEG BLK 20 EAST ADD NO 4							
4301 DLQ 101 GEN FUND	6-080400000 CENTRAL TRANSPORT INC P O BOX 869 WARREN MI 48090	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOTS 9, 10 & 11 BLK 20 EAST ADD NO 5							
4301 DLQ 101 GEN FUND	6-081700000 WILMORT ENTERPRISES LLC 1339 HORTON RD JACKSON MI 49203	0.00 0.00	0.00		0.00	494.56 0.00	494.56
0818 BEG AT NW COR OF LOT 1 BLK 20 EAST ADD NO 4 TH S 179 FT SD PT BEING 102 FT N OF NE COR OF LOT 11 BLK 20 EAST ADD NO 5 TH W PARA TO N LN OF SD LOT 11 131.6 FT TO E LN OF DWIGHT ST TH N 17.812 FT TH E 24 FT TH N PARA TO E LN OF DWIGHT ST TO SLY LN OF MICHIGAN AVE TH NELY ALG SLY LN OF MICHIGAN AVE TO BEG NE 1/4 SW 1/4 SEC 36 T2S R1W							
4301 DLQ 101 GEN FUND	6-103200000 DAVIS LINDA L & SMITH JERRY ESTATE 1811 CHAPIN ST JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92

LOT 5 BLK 32 EAST ADD

Special Assessment Roll for CITY OF JACKSON
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4301 DLQ 101 GEN FUND	6-127700000 STEEL JACOB 1371 KELLY RD MASON MI 48854	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 19 BLK 2 CARR'S EAST ADD							
4301 DLQ 101 GEN FUND	6-132100000 BABHOOK JOHN J 209 EDISON AVE PORTSMOUTH VA 23702	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 40 BLK 3 CARR'S EAST ADD							
4301 DLQ 101 GEN FUND	6-132200000 BABHOOK TRAVIS B ETAL 780 TOMLINSON ST JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 41 BLK 3 CARR'S EAST ADDITION							
4301 DLQ 101 GEN FUND	6-145300000 SERAFIN RONALD 906 BURR ST JACKSON MI 49201	0.00 0.00	0.00		0.00	206.96 0.00	206.96
LOT 32 BLK 6 CARR'S EAST ADD							
4301 DLQ 101 GEN FUND	6-146100000 BABHOOK JOHN J 209 EDISON AVE PORTSMOUTH VA 23702	0.00 0.00	0.00		0.00	327.92 0.00	327.92
W 1/2 OF LOTS 11 & 12 ASSESSOR'S TOMLINSON PLAT							
4301 DLQ 101 GEN FUND	7-005900000 THEODORE FAMILY TRUST 520 PEMBERTON RD GROSSE POINTE PARK MI 49230	0.00 0.00	0.00		0.00	247.28 0.00	247.28
W 36 FT OF LOT 3 BLK 24 EX MCRR CO LAND BLACKMAN'S ADD							
4301 DLQ 101 GEN FUND	7-006000000 STOREY'S SPORTSLAND INC 3500 S MERIDIAN RD JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOTS 6 & 7 BLK 24 EX MCRR R/W BLACKMAN'S ADD							
4301 DLQ 101 GEN FUND	7-036300000 HILL DORIS A 109 W HOGAN CAPPERAS COVE TX 76522	0.00 0.00	0.00		0.00	327.92 0.00	327.92
N 5 RDS OF LOT 6 BLK 13 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							

Special Assessment Roll for CITY OF JACKSON
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4301 DLQ 101 GEN FUND	7-037200000 GENIX LONNIE J & KATHY A 171 PEACH ST APT 101 JACKSON MI 49202	0.00 0.00	0.00		0.00	331.74 0.00	331.74
N 1/2 OF LOT 2 BLK 14 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4301 DLQ 101 GEN FUND	7-0479.1000 NORTH MILWAUKEE LLC 600 E MICHIGAN AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	335.02 0.00	335.02
N 102 FT OF LOTS 2, 3 & 6 BLK 27 AN EXTENSION OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4301 DLQ 101 GEN FUND	7-0479.2000 MORANO GREGORY 600 E MICHIGAN AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	331.74 0.00	331.74
N 102 FT OF LOT 7 BLK 27 AN EXT OF THE VILLAGE OF JACKSONBURGH ON EAST SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4301 DLQ 101 GEN FUND	7-047900000 108 WESLEY LLC 600 E MICHIGAN AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	331.74 0.00	331.74
S 30 FT OF LOTS 2, 3, 6, 7 & ALL OF LOTS 5 & 8 N OF RR R/W OF BLK 27 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4301 DLQ 101 GEN FUND	7-048000000 NORTH MILWAUKEE LLC 600 E MICHIGAN AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	154.96 0.00	154.96
E 22 FT OF LOT 1 BLK 27 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4301 DLQ 101 GEN FUND	7-048100000 108 WESLEY LLC 600 E MICHIGAN AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	154.96 0.00	154.96
W 44 FT OF LOT 1 BLK 27 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4301 DLQ 101 GEN FUND	7-048200000 108 WESLEY LLC 600 E MICHIGAN AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	114.17 0.00	114.17
LOT 4 BLK 27 EX S 72 FT OF W 36 FT AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							

Special Assessment Roll for CITY OF JACKSON
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4301 DLQ 101 GEN FUND	7-062300000 EAGLESON DONALD L & KATHY 661 COOPER ST JACKSON MI 49201	0.00 0.00	0.00		0.00	247.28 0.00	247.28
LOT 7 EX S 4 FT BLK 5 FORD'S NORTH ADD							
4301 DLQ 101 GEN FUND	7-117600000 WHITAKER CRAIG L 213 N PLEASANT ST JACKSON MI 49202	0.00 0.00	0.00		0.00	206.96 0.00	206.96
S 1/2 OF LOT 11 BLK 11 EAST ADD							
4301 DLQ 101 GEN FUND	7-1179.1000 MURGUIA JESUS 211 N PLEASANT ST JACKSON MI 49202	0.00 0.00	0.00		0.00	166.64 0.00	166.64
N 1/2 OF LOT 13 BLK 11 EAST ADD							
4301 DLQ 101 GEN FUND	7-121000000 OLIVER LUBERTHA 858 MEADOWS DR JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LOT 14 BLK 13 EAST ADD							
4301 DLQ 101 GEN FUND	8-045100000 INKS ANGELA M 328 N PLEASANT ST JACKSON MI 49202	0.00 0.00	0.00		0.00	906.94 0.00	906.94
S 1/2 OF LOT 2 & N 16.5 FT OF LOT 3 BLK 6 ROSEDALE ADD							
4301 DLQ 101 GEN FUND	8-064000000 CHURCH KEEGAN 611 EDGEWOOD ST JACKSON MI 49202	0.00 0.00	0.00		0.00	209.37 0.00	209.37
LOT 5 ASSESSOR CRARY'S PLAT							
4301 DLQ 101 GEN FUND	8-066400000 TYLUTKI JAMES M ETAL 739 WOODFIELD DR JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
E 57 FT OF LOTS 15 & 16 ASSESSOR CRARY'S PLAT							
4301 DLQ 101 GEN FUND	8-088000000 ERICKSON CHERYLL A ESTATE 834 FLEMING AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	206.96 0.00	206.96

N 39.12 FT OF E 123 FT OF LOT 239 EX E 33 FT & S 8.68 FT OF E 123 FT OF LOT 240 EX E 33 FT ASSESSOR CRARY'S PLAT

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4301 DLQ 101 GEN FUND	8-172300000 LEUTZ BEATRICE 810 N EAST AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	250.16 0.00	250.16
S 50 FT OF LOT 9 BLK 16 MURPHY'S ADD							
4301 DLQ 101 GEN FUND	8-1989.5000 HUGHES TIMIKA R 4424 GLORIA ST WAYNE MI 48184	0.00 0.00	0.00		0.00	494.83 0.00	494.83
LAND COM 32 RDS S & 980 FT E OF NW COR OF SW 1/4 OF SEC 26 TH S 264 FT TH E 44 FT TH N 264 FT TH W 44 FT TO BEG NW 1/4 SW 1/4 SEC 26 T2S R1W							
4301 DLQ 101 GEN FUND	8-204500000 RUTAN SUSAN M 615 MARSHALL ST JACKSON MI 49202	0.00 0.00	0.00		0.00	247.28 0.00	247.28
2046.1 LOT 42 & E 25 FT OF LOT 43 KEYSER WOODFIELD ADD							
4301 DLQ 101 GEN FUND	8-248600000 PEARCE CHRISTOPHER 717 FIFTH ST JACKSON MI 49203	0.00 0.00	0.00		0.00	327.92 0.00	327.92
LAND COM AT INTERSECTION OF W LN OF COOPER ST WITH N LN OF NORTH ST TH W 132 FT TH N 105.6 FT TH E 132 FT TO W LN OF COOPER ST TH S 105.6 FT TO BEG NE 1/4 NE 1/4 SEC 34 T2S R1W							
Total Parcels: 101		0.00 0.00	0.00		0.00	32,586.24 0.00	32,586.24

RESOLUTION- Roll No. 4301

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Delinquent Miscellaneous 101 General Fund Accounts Receivable which assessments were by him placed on Assessment Roll No. 4301 in the amount of \$32,795.61; and

WHEREAS, notice has been duly given that the City Council and Assessor will sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, the 8th day of June, 2021, at 6:30 p.m. and hear any and all objections and suggestions by interested parties to said special assessments as contained in said Assessment Roll, and the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all objections and suggestions made thereto and having fully considered same;

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

BE IT FURTHER RESOLVED that payment of each individual assessment shall be due and payable sixty (60) days after approval of this resolution.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City council sitting as a Board of Review on the 8th day of June, 2021.

IN WITNESS WHEREOF, I have hereto affixed my
Signature and the Seal of the City of Jackson, Michigan, on
this 9th day of June, 2021.

Andrea Muray, City Clerk

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4302)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4302 DLQ 641 PUB WORKS	1-054500000 WINTERS CURTIS R & ADA 3692 LAKESHORE DR GRASS LAKE MI 49240	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LOT 13 BLK 5 NORTH STAR ADD							
4302 DLQ 641 PUB WORKS	2-004200000 MEIER NIKOLAI & SIMONS RAYCHELLE 500 16TH ST APT 219 WATERVLIET NY 12189	0.00 0.00	0.00		0.00	300.42 0.00	300.42
E 44 FT OF LOT 3 B3N R2W OF STRATTON'S PLAT OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4302 DLQ 641 PUB WORKS	2-110300000 WEC 2000A-18 LLC 1 CVS DRIVE - OCC EXP WOONSOCKET RI 02895	0.00 0.00	0.00		0.00	300.42 0.00	300.42
1101, 1102, 1104, 1105, 1105.1, 1106 LOTS 16, 17, 18, 19 & 20 & E 8 FT OF LOT 21 BLK 13 EX A PARCEL OF LAND DESC AS BEG 12 FT E OF NE CORNER OF WEST AVE & GANSON ST TH W ALG N LN OF GANSON ST TO E LN OF WEST AVE TH N ALG E LN OF WEST AVE 18 FT TH SELY TO POB STEWARD'S AMENDED ADD							
4302 DLQ 641 PUB WORKS	2-135400000 TOBIN JEFFREY L 807 N WEST AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	125.95 0.00	125.95
N 1/2 OF LOT 22 BLK 6 FOOTE & BENNETT'S ADD							
4302 DLQ 641 PUB WORKS	3-195600000 ERBAY SUAYIP DOGAN 18750 WOODWARD AVE DETROIT MI 48203	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LOT 17 EX W 2 RDS OF N 1/2 OF SD LOT BLK 1 EATON WEBSTER & HARWOOD'S ADD							
4302 DLQ 641 PUB WORKS	3-203400000 HAWKINS RUSSELL T & JANICE L 470 COMMONS BLVD APT A JACKSON MI 49203	0.00 0.00	0.00		0.00	1,178.11 0.00	1,178.11
E 111.10 FT OF S 38.50 FT OF N 92 FT OF LOT 6 BLK 4 EATON WEBSTER & HARWOOD'S ADD							
4302 DLQ 641 PUB WORKS	3-233000000 WATKINS MARTHA E 1402 FIRST ST JACKSON MI 49203	0.00 0.00	0.00		0.00	686.80 0.00	686.80
N 1/2 OF LOT 8 & N 4 RDS OF E 6 FT OF LOT 7 BLK 2 DIV 2 AMENDED PLAT OF DIV 1, 2 & 3 OF SUMMITVILLE ADD							

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4302)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4302 DLQ 641 PUB WORKS	4-024300000 FRANKLIN STREET LLC PO BOX 702 CLINTON MI 49230	0.00 0.00	0.00		0.00	300.42 0.00	300.42
W 74.25 FT OF N 1/2 OF LOT 2 B5S R1W THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG							
4302 DLQ 641 PUB WORKS	4-0397.1000 RODRIGUEZ LAZARO 607 FIRST ST JACKSON MI 49203	0.00 0.00	0.00		0.00	300.42 0.00	300.42
0399 S 40 FT OF LOT 4 BLK 6 LIVERMORE WOOD & EATON'S ADD							
4302 DLQ 641 PUB WORKS	4-057000000 GRIFFIN JESSE III P O BOX 43 JACKSON MI 49204	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LAND OWNED & USED AS ONE PARCEL & DESC AS W 66 FT OF LOT 9 & W 66 FT OF S 33 FT OF LOT 10 & PART OF VACATED MORRELL ST AN EXT OF VILLAGE OF JACKSONBURG KNOWN AS MOODY'S EXT B8S R2W							
4302 DLQ 641 PUB WORKS	4-061200000 CANNON JAMES ESTATE PO BOX 4060 JACKSON MI 49204	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LOT 8 ASSESSOR'S SOUTH PLAT							
4302 DLQ 641 PUB WORKS	4-062900000 DIRECTION HOLDINGS LLC PO BOX 1517 JACKSON MI 49204	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LOT 25 ASSESSOR'S SOUTH PLAT							
4302 DLQ 641 PUB WORKS	4-087700000 HAWKINS EUGENE & JODY 943 WILLIAMS ST JACKSON MI 49203	0.00 0.00	0.00		0.00	300.42 0.00	300.42
S 1/2 OF LOT 19 BLK 2 C E WEBB'S ADD							
4302 DLQ 641 PUB WORKS	4-107700000 ESSEX AMBERLE & DENNIS 1205 LINWOOD AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	300.42 0.00	300.42

LOT 60 TINKER'S ADD

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4302)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4302 DLQ 641 PUB WORKS	4-121500000 SHALER PATRICIA ETAL 4743 HORTON RD JACKSON MI 49201	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LAND COM AT NE COR OF LOT 8 BLK 8 HARWOOD'S ADD TH SLY ALG WLY LN OF GREENWOOD AVE 89.5 FT M/L TH WLY AT R/A TO GREENWOOD AVE 118 FT TO CENTER OF A DRIVE TH NLY TO A POINT ON S LN OF UNION ST 50 FT E OF NW COR OF SD LOT 8 TH E ON S LN OF UNION ST TO BEG BEING PART OF LOT 8 BLK 8 HARWOOD'S ADD							
4302 DLQ 641 PUB WORKS	5-049400000 WEATHERFORD BRIDJESS A 827 DENE COURT AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	467.34 0.00	467.34
LOT 5 & N 8.25 FT OF LOT 7 BLK 14 KNAPP'S ADD							
4302 DLQ 641 PUB WORKS	5-076500000 HAMPTON FRANK III 245 E HIGH ST JACKSON MI 49203	0.00 0.00	0.00		0.00	310.56 0.00	310.56
E 1/2 OF LOT 6 BLK 1 MOORE'S ADD							
4302 DLQ 641 PUB WORKS	5-098200000 AMERICAN ESTATE AND TRUST 404 ADELYN DR SAN GABRIEL CA 91775	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LOTS 4 & 5 BLK 8 ROOT'S SOUTH ADD							
4302 DLQ 641 PUB WORKS	5-100700000 MORGAN SCOTT E ETAL 133 MOORE ST JACKSON MI 49203	0.00 0.00	0.00		0.00	596.47 0.00	596.47
E 51 FT OF LOT 1 BLK 9 ROOT'S SOUTH ADD							
4302 DLQ 641 PUB WORKS	5-110400000 DARROW THOMAS ESTATE 3793 W CHICAGO RD JONESVILLE MI 49250	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LAND COM ON E LN OF S MARTIN LUTHER KING JR DR (FORMERLY FRANCIS ST) 74.25 FT S OF S LN OF RIDGEWAY ST (FORMERLY S HILL ST) TH E 132 FT TH S 66 FT TH W 132 FT TH N ON E LN OF S MARTIN LUTHER KING JR DR 66 FT TO POB SW 1/4 SW 1/4 SEC 2 T3S R1W							
4302 DLQ 641 PUB WORKS	5-173700000 LANGSTON DREZHARAY 139 E PROSPECT ST JACKSON MI 49203	0.00 0.00	0.00		0.00	600.84 0.00	600.84
W 18 FT OF LOT 5 & E 19 FT OF LOT 6 BLK 4 JACKSON LAND & IMPROVEMENT CO'S SUB DIV OF BLKS 2 & 7 & PART OF BLKS 1, 3, 4, 5, 6, 11 & 12 FRANCIS ST ADD							

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4302)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4302 DLQ 641 PUB WORKS	5-192400000 CENTERS RAYGENA 325 E ROBINSON ST JACKSON MI 49203	0.00 0.00	0.00		0.00	300.42 0.00	300.42
E 12 FT OF LOT 13 & W 43 FT 4 INCHES OF LOT 16 BLK 11 FRANCIS ST ADD							
4302 DLQ 641 PUB WORKS	6-070500000 BEMER STEVEN J 1427 JOY AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	522.92 0.00	522.92
LOT 23 BLK 3 & A STRIP OF LAND 6 FT N&S & 53 FT E&W ADJ SD LOT ON S FORMERLY PLATTED A ALLEY NOW VACATED THE KIRTLAND ADDITION							
4302 DLQ 641 PUB WORKS	6-081700000 WILMORT ENTERPRISES LLC 1339 HORTON RD JACKSON MI 49203	0.00 0.00	0.00		0.00	656.51 0.00	656.51
0818 BEG AT NW COR OF LOT 1 BLK 20 EAST ADD NO 4 TH S 179 FT SD PT BEING 102 FT N OF NE COR OF LOT 11 BLK 20 EAST ADD NO 5 TH W PARA TO N LN OF SD LOT 11 131.6 FT TO E LN OF DWIGHT ST TH N 17.812 FT TH E 24 FT TH N PARA TO E LN OF DWIGHT ST TO SLY LN OF MICHIGAN AVE TH NELY ALG SLY LN OF MICHIGAN AVE TO BEG NE 1/4 SW 1/4 SEC 36 T2S R1W							
4302 DLQ 641 PUB WORKS	6-125900000 CONNER MAURICE M JR 1903 PLYMOUTH ST JACKSON MI 49203	0.00 0.00	0.00		0.00	300.42 0.00	300.42
EAST 1/2 OF LOT 6 BLK 2 CARR'S EAST ADD							
4302 DLQ 641 PUB WORKS	6-141500000 GLENN LESLEY A P O BOX 4103 JACKSON MI 49204	0.00 0.00	0.00		0.00	300.42 0.00	300.42
E 36 FT OF LOT 1 & W 2 FT OF LOT 2 BLK 6 CARR'S EAST ADD							
4302 DLQ 641 PUB WORKS	6-154700000 DONNELLY LORENA ETAL 807 E WASHINGTON AVE JACKSON MI 49203	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LOT 27 BLK 11 THE MORGAN ADD							
4302 DLQ 641 PUB WORKS	7-005800000 THEODORE FAMILY TRUST 520 PEMBERTON RD GROSSE POINTE PARK MI 48230	0.00 0.00	0.00		0.00	300.42 0.00	300.42
ELY 29 FT OF WLY 65 FT OF LOT 3 BLK 24 BLACKMAN'S ADD							

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4302)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4302 DLQ 641 PUB WORKS	7-020300000 DENNIS DOUGLAS 902 HOMEWILD AVE JACKSON MI 49201	0.00 0.00	0.00		0.00	300.42 0.00	300.42
S 1/2 OF LOT 1 & W 6 FT OF S 1/2 OF LOT 4 BLK 2 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4302 DLQ 641 PUB WORKS	7-027700000 MILES JACOB 8834 AYLSWORTH RD BENZONIA MI 49616	0.00 0.00	0.00		0.00	300.42 0.00	300.42
E 1/2 OF LOT 5 BLK 7 AN EXT OF OF THE VILLAGE OF JACKSONBURG ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT							
4302 DLQ 641 PUB WORKS	7-063500000 HALL HOUSING SOLUTIONS LLC 12749 BROOKS MEADOW BROOKLYN MI 49230	0.00 0.00	0.00		0.00	300.42 0.00	300.42
W 41 FT OF LOT 11 BLK 6 FORD'S NORTH ADD							
4302 DLQ 641 PUB WORKS	8-068400000 MORRISON JENA M.L. 1328 E GANSON ST JACKSON MI 49201	0.00 0.00	0.00		0.00	300.42 0.00	300.42
LOT 33 ASSESSOR CRARY'S PLAT							
4302 DLQ 641 PUB WORKS	8-083500000 DSV SPV2 LLC 16 BERRYHILL RD #200 COLUMBIA SC 29201	0.00 0.00	0.00		0.00	300.42 0.00	300.42
E 37.5 FT OF N 132 FT OF LOT 186 & W 2.5 FT OF N 132 FT OF LOT 188 ASSESSOR CRARY'S PLAT							
4302 DLQ 641 PUB WORKS	8-136900000 SAMONS RANDALL K ESTATE 704 KENNEDY ST JACKSON MI 49202	0.00 0.00	0.00		0.00	300.42 0.00	300.42
S 1/2 OF LOT 3 & N 6 FT OF LOT 2 BLK 5 KENNEDY'S ADD							
4302 DLQ 641 PUB WORKS	8-163000000 POWELL RONALD E ESTATE 730 N WATERLOO AVE JACKSON MI 49202	0.00 0.00	0.00		0.00	522.92 0.00	522.92
LOT 15 BLK 10 MURPHY'S ADD							
4302 DLQ 641 PUB WORKS	8-184700000 BAKER TODD E 12137 COUNTY RD #8 DELTA OH 43515	0.00 0.00	0.00		0.00	1,280.76 0.00	1,280.76

S 44 FT OF N 88 FT OF W 132 FT OF LOT 7 HAMMOND'S ADD

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4302)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4302	8-245700000	0.00	0.00		0.00	300.42	300.42
DLQ 641 PUB WORKS	WILSON DONALD J 1032 WALKER ST JACKSON MI 49202	0.00				0.00	
LOT 3 BLK 6 WALKER'S ADD							
Total Parcels: 37		0.00	0.00		0.00	14,760.10	14,760.10
		0.00				0.00	

RESOLUTION- Roll No. 4302

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Delinquent Miscellaneous 641 Public Works Fund Accounts Receivable which assessments were by him placed on Assessment Roll No. 4302 in the amount of \$15,060.52; and

WHEREAS, notice has been duly given that the City Council and Assessor will sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, the 8th day of June, 2021, at 6:30 p.m. and hear any and all objections and suggestions by interested parties to said special assessments as contained in said Assessment Roll, and the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all objections and suggestions made thereto and having fully considered same;

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

BE IT FURTHER RESOLVED that payment of each individual assessment shall be due and payable sixty (60) days after approval of this resolution.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City council sitting as a Board of Review on the 8th day of June, 2021.

IN WITNESS WHEREOF, I have hereto affixed my
Signature and the Seal of the City of Jackson, Michigan, on
this 9th day of June, 2021.

Andrea Muray, City Clerk

Special Assessment Roll for CITY OF JACKSON
Roll for Year 2021
Population: Special Assessment District (4303)
Special Population Both Active and Inactive Parcels

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penlty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
4303 DLQ 251 HOUSING C	3-004900000 REASONABLE HOMEBUYERS & PROP MGMT 4424 GLORIA ST WAYNE MI 48184	0.00 0.00	0.00		0.00	172.68 0.00	172.68
LOT 13 EX W 48 1/8 FT BLK 9 LIVERMORE WOOD & EATON'S ADD							
Total Parcels: 1		0.00 0.00	0.00		0.00	172.68 0.00	172.68

RESOLUTION- Roll No. 4303

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for Delinquent Miscellaneous Housing Code Fund Accounts Receivable which assessments were by him placed on Assessment Roll No. 4303 in the amount of \$172.68; and

WHEREAS, notice has been duly given that the City Council and Assessor will sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, the 8th day of June, 2021, at 6:30 p.m. and hear any and all objections and suggestions by interested parties to said special assessments as contained in said Assessment Roll, and the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all objections and suggestions made thereto and having fully considered same;

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

BE IT FURTHER RESOLVED that payment of each individual assessment shall be due and payable sixty (60) days after approval of this resolution.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City council sitting as a Board of Review on the 8th day of June, 2021.

IN WITNESS WHEREOF, I have hereto affixed my
Signature and the Seal of the City of Jackson, Michigan, on
this 9th day of June, 2021.

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: June 8, 2021
SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021.

Attached is a memo from Shane LaPorte, the Director of Neighborhood and Economic Operations, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021. Monthly expenses includes Personnel Salaries & Expenses, Administration, City Attorney Expenses, Homeowner Emergency Hazards/Major Component Project Cost, Street and Recreation Projects, Demolition Cost, and Homeless Prevention Expenses.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood and Economic Operations

DATE: June 8, 2021

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending April 30, 2021.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- City Attorney Expenses
- Homeowner Emergency Hazards / Major Component Cost
 - ❖ 1025 Chittock – EH Roofing System
- Street Projects
 - ❖ Steward: RR to E. Ganson
 - ❖ Street Construction: Chalet Terrance
- Recreation – Other Projects
 - ❖ Boo Center Improvements
- Demolition
 - ❖ 217 W. Mason
 - ❖ 401 & 405 Summit Ave
 - ❖ 921 Everhard (Pre-Demo)
 - ❖ 112 E. Mason (Pre-Demo)
- Homeless Prevention Expenses
 - ❖ Administration Cost

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through April 30, 2021.

ATTACHMENTS

**City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Ten Months Ended April 30, 2021**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 Administration & Planning							
FY 2019/2020	78,000	-	-	78,000	78,000	0	100.0%
FY 2020/2021	100,000	-	8,067	61,985	61,985	38,015	62.0%
<u>Code Enforcement</u>							
2 City Attorney Office							
FY 2019/2020	28,700	2,949	2,069	14,266	17,215	11,485	60.0%
<u>Rehabilitation Projects</u>							
3 Rehabilitation Administration							
FY 2017/2018	123,500	105,736	-	17,764	123,500	0	100.0%
FY 2019/2020	46,450	-	-	46,450	46,450	0	100.0%
FY 2020/2021	45,000		12,219	29,494	29,494	15,506	65.5%
4 Homeowner Rehabilitation							
FY 2016/2017	28,247	21,829	-	-	21,829	6,418	77.3%
5 City Emergency Hazard Repair Program							
FY 2018/2019	226,635	128,903	-	96,153	225,055	1,580	99.3%
FY 2020/2021	423,902	-	23,925	107,965	107,965	315,937	25.5%

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Ten Months Ended April 30, 2021

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Street Projects</u>							
6 Special Assessments (FY 2015/2016)							
FY 2019/2020	25,000	-	-	4,365	4,365	20,635	17.5%
7 Steward: RR to E Ganson							
FY 2019/2020	24,550	23,880	-	670	24,550	0	100.0%
FY 2020/2021	170,000	-	39,656	66,947	66,947	103,053	39.4%
8 Street Lighting (FY 2019/2020)	379,924	53,536	-	236,079	289,615	90,309	76.2%
9 Street Construction - Chalet Terrance (FY2019/2020)							
FY 2019/2020	480,000	-	-	480,000	480,000	0	100.0%
FY 2020/2021	220,000	-	40,772	218,359	218,359	1,641	99.3%
10 Pre-construction Design (FY 2020/2021)	151,266	-	-	4,248	4,248	147,018	2.8%
<u>Recreation -Other Projects</u>							
11 Loomis Park Court Improvements	312,849	6,500	-	237,072	243,572	69,277	77.9%
12 Park Improvements							
FY 2018/2019	68,858	68,858	-	-	68,858	0	100.0%
13 Boo Center Improvements (FY 2020/2021)	305,000	-	61,839	244,782	244,782	60,219	80.3%
<u>Public Service</u>							
14 King Center Summer Youth Program (FY 2019/2020)	18,832	18,832	-	-	18,832	0	100.0%
15 Loomis Park Playground Program (FY 2019/2020)	2,881	2,881	-	-	2,881	0	100.0%
16 Kitchen Incubator Program (FY 2019/2020)	7,451	-	-	-	-	7,451	0.0%
<u>Demolition</u>							
17 Demolition							
FY 2016/2017	136,125	81,092	-	55,033	136,125	0	100.0%
FY 2019/2020	259,000	-	56,587	161,486	161,486	97,514	62.3%
FY 2020/2021	300,000	-	-	-	-	300,000	0.0%

City of Jackson
HOME
Monthly Financial Summary
For the Ten Months Ended April 30, 2021

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2018/2019	161,290	146,448	-	14,842	161,290	-	100.0%
FY 2019/2020	55,068	-	-	54,384	54,384	684	98.8%
2 HOME Administration			-				
FY 2017/2018	26,000	26,000	-	-	26,000	-	100.0%
FY 2018/2019	28,000	28,000	-	-	28,000	-	100.0%
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	-	-	-	-	33,000	0.0%
3 CHDO Reservation			-				
FY 2017/2018	40,000	-	-	-	-	40,000	0.0%
FY 2018/2019	175,584	-	-	-	-	175,584	0.0%
FY 2019/2020	503,052	-	-	-	-	503,052	0.0%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
4 CHDO Operating Expenses							
FY 2017/2018	14,000	-	-	-	-	14,000	0.0%
FY 2018/2019	18,000	-	-	-	-	18,000	0.0%
FY 2019/2020	18,000	-	-	-	-	18,000	0.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Ten Months Ended April 30, 2021

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 CDBG-CV Admin City FY 2020/2021	60,000	-	2,471	5,763	5,763	54,237	9.6%
2 CDBG-CV Admin CAA FY 2020/2021	20,000	-	-	11,979	11,979	8,021	59.9%
<u>Homeless Prevention - Public Services</u>							
3 Eviction Prevention FY 2020/2021	120,000	-	-	115,372	115,372	4,628	96.1%
4 Foreclosure Prevention FY 2020/2021	60,000	-	-	36,117	36,117	23,883	60.2%
5 Water Shut-off Protection FY 2020/2021	246,020	-	-	8,762	8,762	237,258	3.6%



CITY COUNCIL MEETING MINUTES
May 25, 2021

CALL TO ORDER:

The Jackson City Council met virtually, in accordance with City of Jackson Resolution No. 2021-17, and was called to order at 6:32 p.m. by Mayor Derek J. Dobies.

PLEDGE OF ALLEGIANCE AND INVOCATION:

The Council joined in the Pledge of Allegiance. Invocation was given by Sixth Ward Councilmember Will Forgrave in which he shared the poem “The Bringer of Tidings” by Theodore Roethke.

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Neighborhood and Economic Operations Shane LaPorte, Director of Parks and Recreation Kelli Hoover, Director of Finance Phil Hones, Director of Police and Fire Services Elmer Hitt, City Engineer Jon Dowling, and Public Information Officer Aaron Dimick.

ADOPTION OF AGENDA:

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to adopt the agenda. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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.

Jeff Brown from Fishbeck, Thompson, Carr & Huber made the presentation regarding the Drinking Water State Revolving Fund Project Plan.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

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

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:

A. 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.

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to accept and place on file the memo from the City Attorney dated May 5, 2021. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to accept and place on file the City of Jackson Financial Statements for the 10 months ended April 30, 2021. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of 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

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the consent calendar.

Councilmember Dancy asked that Item G be removed for separate consideration.

A vote was taken on the Consent Calendar without Item G. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the first amendment to the development agreement dated March 20, 2020 between the City of Jackson and new Generations Meds, LLC and authorize the City Manager to execute the amendment and the City Attorney to make minor changes if necessary. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

OTHER BUSINESS: none.

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

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.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to 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. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Recommendation: *Approve the water and sewer rate resolution for fiscal years 2021/22 and 2022/23*

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the water and sewer rate resolution for fiscal years 2021/22 and 2022/23. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Approval of Neighborhood Association Recognition Ordinance Recommendation

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

Motion was made by Mayor Dobies (for purposes of discussion), seconded for discussion by Councilmember Alexander to approve the first reading of the Neighborhood Association Recognition Ordinance and advance to a second reading and final adoption.

Motion was made by Councilmember Forgrave to postpone the Neighborhood Communications and Notification Ordinance until the June 8, 2021 Council Meeting to have the City Attorney and other relevant staff to review it before a vote is taken on it.

Mayor Dobies withdrew his motion and seconded Councilmember Forgrave's motion.

Councilmember Alexander made a motion to table indefinitely. The motion died from lack of support.

Vote was taken on the motion to postpone. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, and Councilmember Forgrave (3). Nays: Councilmembers Dancy, Alexander, Schlecte, and Bunnell (4). Motion failed.

Motion was made by Mayor Dobies, seconded by Councilmember Alexander to approve the first reading of the Neighborhood Association Recognition Ordinance and advance to a second reading and final adoption. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, and Councilmember Dancy (3). Nays: Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (4). Motion failed.

Motion was made by Councilmember Forgrave, seconded by Mayor Dobies to approve the first reading of the Neighborhood Communications and Notification Ordinance and advance to a second reading and final adoption.

Motion was made by Mayor Dobies, seconded by Councilmember Forgrave to amend the main motion to postpone until June 8, 2021 seeking review from City Staff. Vote - Yeas: Mayor Dobies and Councilmember Forgrave (2). Nays: Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, and Bunnell (5). Motion failed.

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

Motion was made by Mayor Dobies, seconded Councilmember Alexander to direct the City Manager to come up with a new ordinance to incentivize and develop our neighborhoods consistent with the Master Plan and the direction of the Council consistent with the discussions they have been had regarding the neighborhood association recognition ordinance and bring it back to the City Council at the August meeting. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the contract with Integrity Interiors in the amount of \$143,732 to repair the front entrance of the Jackson Police Department, including the stairs and ramp leading into the building. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve the resolution to exercise the City of Jackson's first right of refusal under PA 123 of 1999 for two properties. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

F. Approval of 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*

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to approve 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 authorize the Mayor and City Clerk to execute the appropriate documents 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.

***** A recess was taken from 8:05 p.m. until 8:15 p.m. *****

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

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

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to adopt a resolution approving the City of Jackson's Annual Budget for Fiscal Year 2021/22. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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

Recommendation: *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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve a resolution authorizing a millage in the amount of 1.9996 mills on parcels in the Downtown Development District for fiscal year 2021-2022. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

I. Approve the sale of City Owned properties 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 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.*

Motion was made by Councilmember Alexander, seconded by Mayor Dobies to approve the sale of City-owned property located at 803 E. Washington Avenue to adjacent property owner Objectiv Real Estate Holding, LLC, and authorize the City Manager to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property. Councilmember Schlecte abstained from the vote due to a conflict. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Bunnell, and Forgrave (5). Nays: Councilmember Dancy (1). Abstain: Councilmember Schlecte. Motion carried.

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

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.*

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

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

Recommendation: *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.*

Councilmember Schlecte requested to have the question divided.

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve the first reading and advance to a second reading and final adoption an ordinance amending Chapter 14 of the City of Jackson Code of Ordinances.

Motion was made by Councilmember Schlecte to amend the main motion to address each item in the motion separately.

The appropriateness of the motion was considered by the Parliamentarian and input was provided by the City Attorney.

Councilmember Forgrave supported Councilmember Schlecte's motion to amend.

Councilmember Alexander withdrew his motion to approve the first reading.

Motion was made by Councilmember Alexander, seconded by Councilmember Forgrave to approve sections 14-5, 14-9, 14-18, 14-42, and 14-42.1. Councilmember Schlecte abstained from the vote due to a conflict. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: none. Abstain: Councilmember Schlecte. Motion carried.

Motion was made by Mayor Dobies, seconded by Councilmember Alexander to approve the first reading and advance to seconding reading and final adoption the second half of the item for the FVAP amendments for 14-400 through 14-420.

Motion was made by Councilmember Schlecte to postpone to the next Council meeting when Council could have some statistics to make sure the ordinance is not being changed when it doesn't need to be. Motion died from lack of support.

Vote was taken on the main motion. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

L. Contractor Identification Ordinance

Recommendation: *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.*

Motion was made by Mayor Dobies, seconded by Councilmember Forgrave to approve the first reading and advance to a seconding 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 to ensure contractors doing work in the City of Jackson are properly identified.

Motion was made by Councilmember Schlecte, seconded by Mayor Dobies to amend Section 5.3 to read, "licensed contractor will have identification on their vehicle (and the language can be cleaned up by the City Attorney). Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

M. Responsible Contractor Ordinance

Recommendation: *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.*

Motion was made by Mayor Dobies, seconded by Councilmember Bunnell to approve the first reading and advance to a second reading and final adoption the 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 qualification and resources necessary to successfully perform public contracts in a timely, reliable, and cost effective manner.

Motion was made by Councilmember Schlecte to divide each of the three ordinances. The motion died from lack of a second.

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to postpone until June 8, 2021. Vote - Yeas: Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Mayor Dobies (1). Motion carried.

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

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.*

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve the sale of City-owned property located at 514 First Street for \$30,000 and authorize the City Manager to sign all documents associated with the Property Transfer and to make minor modifications as needed. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Alexander, seconded by Councilmember Bunnell. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 10:12 p.m.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: June 8, 2021
SUBJECT: **Traffic Control Order 2347**
McBride Street at First Street

Recommendation:

Approval of Traffic Control Order 2347 to install “No Parking Any Time” signs with proper arrows the legal distance of 30 feet west of the stop sign on the south side of McBride and 20 feet west of the sidewalk along First Street on the north side of McBride.

Attached is a memo from Jon Dowling, City Engineer, for a Traffic Control Order on McBride Street at First Street.

I recommend approval of Traffic Control Order 2347. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: June 8, 2021

RECOMMENDATION: Approval of Traffic Control Order 2347 to install “No Parking Any Time” signs with proper arrows the legal distance of 30 feet west of the stop sign on the south side of McBride and 20 feet west of the sidewalk along First Street on the north side of McBride.

SUMMARY

A Traffic Control Order (TCO) is needed to reinforce No Parking within 30 feet of the stop sign on the south side and remove parking on north side to 20 feet west of intersection on McBride Street at First Street.

BUDGETARY CONSIDERATIONS

Item	Each	Total
2 – No Parking Any Time signs	\$11.70	\$23.40
2 – Sign posts	\$25.34	\$50.68
1 - hours labor/equipment	\$122.34	\$122.34
Total		\$196.42

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

HISTORY, BACKGROUND and DISCUSSION

At the request of a resident, remove parking on McBride Street near intersection with First Street. People are continually parking too close to the intersection and causing congestion.

DISCUSSION OF THE ISSUE

After review, Engineering has the following recommendation:

To install “No Parking Any Time” signs to remove parking on north side of McBride Street from 20 feet west of the sidewalk to the intersection and removing parking on the south side of McBride from 30 feet west of the stop sign on the south side of McBride at the intersection with First Street.

POSITIONS

It is the recommendation of Engineering that Traffic Control Order 2347 be approved. If you have any questions please do not hesitate to contact me.

ATTACHMENTS

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2347

LOCATION: McBride Street at First Street

DATE: June 8, 2021

ASSIGNED TO: Engineering

TCO DESCRIPTION

At the request of a resident, remove parking on McBride Street near intersection with First Street. People are continually parking too close to the intersection and causing congestion.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Engineering recommends removing parking on the north side of McBride Street from 20 feet west of the sidewalk to the intersection and removing parking on the south side of McBride from 30 feet west of the stop sign on the south side of McBride at the intersection with First Street.

APPROVED **REJECTED** **DATE:** 6/8/2021 **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE: 6/8/21

TO: Install "No Parking Any Time" sign with right arrow on north side of McBride Street from 20 feet west of the sidewalk to the intersection, and install "No Parking Any Time" sign with left arrow 30 feet west of stop sign on south side of McBride Street.

BY JON H. DOWLING, P.E.

MATERIAL USED

<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

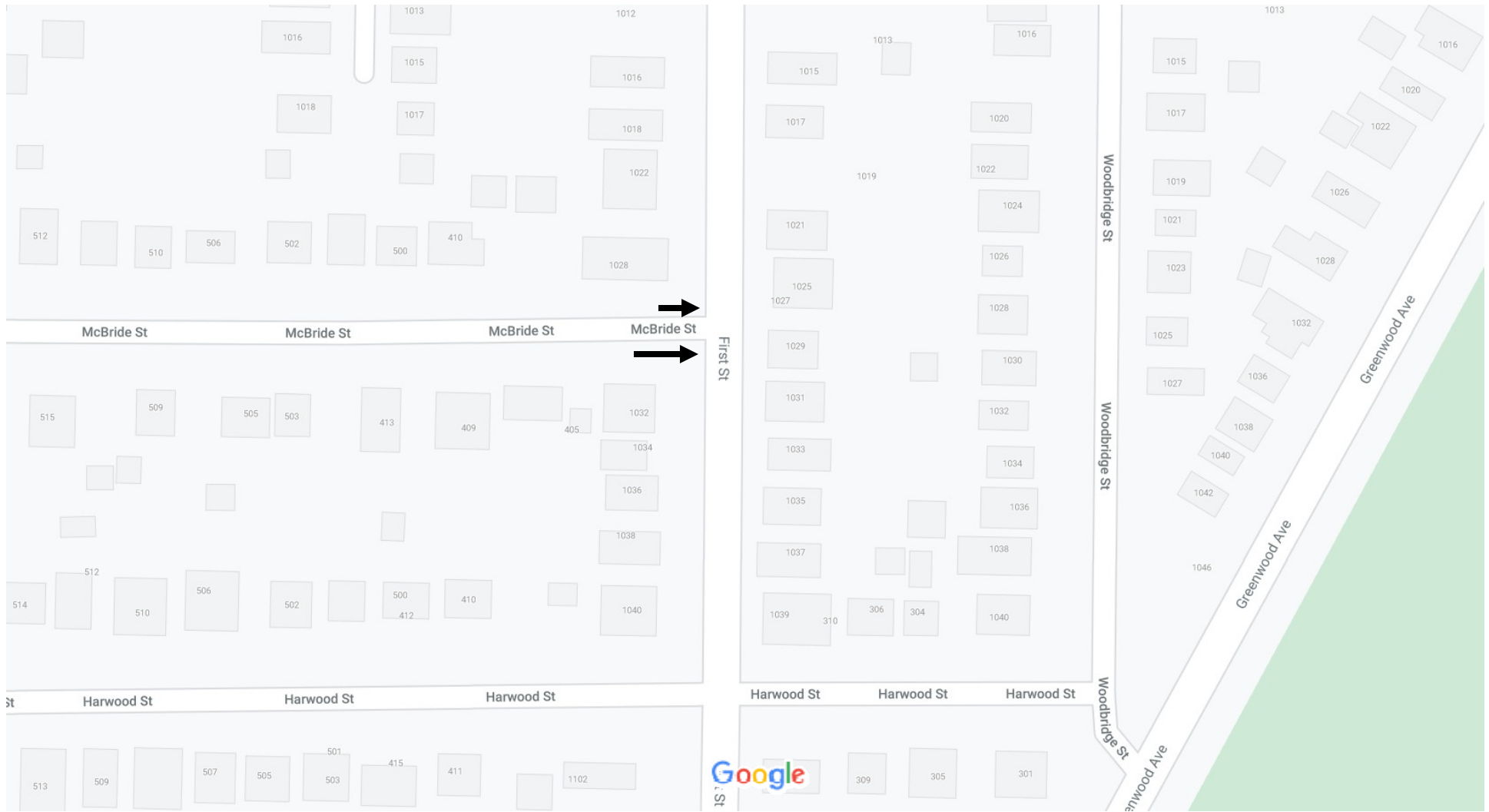
WORK INSPECTED

REMARKS:

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

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

Traffic Control Order 2347





BUDGET WORKSHOP
May 18, 2021

CALL TO ORDER:

The Jackson City Council met to conduct a budget workshop, virtually, in accordance with City of Jackson Resolution No. 2021-17, and was called to order at 6:03 p.m. by Mayor Derek J. Dobies.

ROLL CALL:

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

ADOPTION OF THE AGENDA:

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to adopt the agenda. Vote - Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

City Clerk Andrea Muray read into the record all comments submitted and the workshop continued.

FISCAL YEAR 2021-2022 BUDGET WORKSHOP.

Council received overviews of the proposed budgets submitted by the department heads and were able to ask questions.

ADJOURNMENT:

Upon completion of the budget overview by the department heads, a motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to adjourn. Vote was done by voice with all in favor. Mayor Dobies adjourned the workshop at 7:05 p.m.

MEMO TO: Mayor and City Council Members

FROM: Jonathan Greene, City Manager

DATE: June 8, 2021

SUBJECT: Special Event Application for the Ella Sharp Museum Association Art, Beer, & Wine Festival

Recommendation:

Approve a request from the Ella Sharp Museum Association to host their Art, Beer, & Wine Festival on Saturday, August 7 at the Ella Sharp Museum & Ella Sharp Park.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Ella Sharp Museum Association Art, Beer, & Wine Festival.

I recommend approval of the special event application for the Ella Sharp Museum Association Art, Beer, & Wine Festival. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: June 8, 2021

RECOMMENDATION: Approve a request from the Ella Sharp Museum Association to host their Art, Beer, & Wine Festival on Saturday, August 7 at the Ella Sharp Museum & Ella Sharp Park.

SUMMARY: Outdoor Festival featuring beer, wine, & art.

DEPARTMENTAL APPROVAL SUMMARY

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

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

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Art, Beer, & Wine Festival



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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to “Downtown Development Authority”

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: <i>Elia Sharp Museum Association</i>	
Address: <i>3225 Fourth ST. JACKSON 49203</i>	Phone: <i>(517) 787-2320</i>
Tax ID#:	Website: <i>www.eliaSharpMuseum.org</i>
Contact Name: <i>Valerie Herr</i>	Phone: <i>517-812-0740</i> Email: <i>val@eliashp.org</i>
Contact Name:	Phone: Email:
Contact Name During Event: <i>Valerie Herr</i>	Phone: <i>(517) 812-0740</i>

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
<i>Aug 7, 2021</i>	<i>7:00 AM</i>	<i>1:00 PM</i>	<i>7:00 PM</i>	<i>10:00 PM</i>

Has this event occurred before? Yes, (if yes, how many previous years? 14) No

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

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: _____

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

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

Brief description of Event

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

Ella Sharp Museum plans to host 50 plus vendors from across the state of Michigan for our annual Art, Beer and Wine Festival. This is Ella's largest fundraiser. Visitors will enjoy samples of beer, wine and art.

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

Street Name: <u>N/A</u>	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: N/A
 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: N/A
 Amount of water needed: _____ Locations of where water is needed: _____

Food/Vendors: Indicate vendors requirements: N/A
 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: 1:00pm End Time: 7:00pm

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

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

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

Insurance

Please request the following documentation from your insurance carrier.

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

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

Event Map Details of all event activities MUST be included.

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

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

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

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:

Elba will have contact information on people in attendance and volunteering for contact tracing.

We have Redone the layout of the festival to help with social distancing, additional sanitizing stations have been ordered and will follow all Covid Regulation from the State.

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:

EMS will be on site, Visitors, Staff and Volunteers will be asked to not attend if feeling ill or have any known exposure. Through contact tracing we will be to notify people should an exposure occur.

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

ABW will follow all guidelines. Currently we are planning for mask enforcement, signs regarding social distancing, changing from glasses to disposable cups, providing staff + volunteers with masks and site throughout the festival. The layout is different as well + space booths out, have one way traffic flow and reduce spaces where people would gather.


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:	5/17/21
Time:	10am
By:	
Application Fee Received:	#22690 \$50

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2021

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

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


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

COVERAGES CERTIFICATE NUMBER: 21/22 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C0519781	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			C0519781	1/27/2021	1/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			L0301869	1/27/2021	1/27/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	W0514518	1/27/2021	1/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Museum Form incl Property of Others			QT660588X160A	1/27/2021	1/27/2022	\$1,700,000 Total Limit \$1,000 Deductible

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

However:

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

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

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

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

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

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: June 8, 2021
SUBJECT: Special Event Application for the YMCA's Top Deck Group Exercise Classes

Recommendation:

Approve a request from the YMCA to host weekly Top Deck Group Exercise Classes in the Francis Street Parking Deck, Level 4B.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the YMCA's Top Deck Group Exercise Classes.

I recommend approval of the special event application for the YMCA's Top Deck Group Exercise Classes. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: June 8, 2021

RECOMMENDATION: Approve a request from the YMCA to host weekly Top Deck Group Exercise Classes in the Francis Street Parking Deck, Level 4B.

SUMMARY: Outdoor exercise event, free & open to the public

DEPARTMENTAL APPROVAL SUMMARY

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

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

CONDITIONS & CONSIDERATIONS

None

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: YMCA Top Deck Exercise Classes



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: Jackson YMCA	
Address: 127 W. Wesley St.	Phone: (517) 782-0537
Tax ID#: 38-138-1139	Website: jacksonymca.org
Contact Name: Megan Hunt	Phone: (517) 782-0537 Email: megan@jacksonymca.org
Contact Name: Christine Gensal	Phone: (517) 782-0537 Email: christine@jacksonymca.org
Contact Name During Event: Same as above	Phone: (517) 782-0537

Event Information

Event Name: Top Deck Group Exercise w/ the YMCA				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
June 2021 - August 2021		Tuesdays (9:45 am) & Wednesdays	(5:45 pm)	

Schedule is still flexible. We'd like to offer a 6:30am yoga class one morning each week and one 5:45pm bootcamp class each week.

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? 8-20 participants

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Group exercise class

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: Francis Street Deck, Level 4B, on corner of MLK & Washington.

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.

Enjoy safe, inspiring outdoor workouts with the Ymca and a beautiful view of downtown Jackson.

*once details are confirmed, we can provide a flyer for this event if you'd like.

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 _____

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Street Name: _____ Cross Streets _____

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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. ****
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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
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- 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.
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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.
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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: Megan Hunt

Date: 4-10-21

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
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<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:

The Jackson YMCA requires all participants to have their temperature taken before the start of class, must answer "No" to all few COVID screening questions, must sign-in to document where and when they participated in a YMCA program, and must sign our COVID waiver (included)

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

If a participant or staff member becomes sick, they are asked to notify their supervisor or call the YMCA. All participants who attended class with the sick individual will be notified.

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

Hand sanitizer is provided for all participants and physical distancing is required. No shared equipment will be used. All mask guidelines will be followed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2021

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

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PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Kathy Corden PHONE (A/C, No, Ext): (517) 787-2600 FAX (A/C, No): (517) 787-3857 E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: West Bend Mutual Ins. Co.</td> <td>15350</td> </tr> <tr> <td>INSURER B: Eastern Alliance Insurance Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Ins. Co.	15350	INSURER B: Eastern Alliance Insurance Group		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Jackson YMCA, Inc. 127 W. Wesley Street Jackson MI 49201															

COVERAGES **CERTIFICATE NUMBER:** CL213422229 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A502222-02	11/24/2020	11/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A502222-02	11/24/2020	11/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A502222-02	11/24/2020	11/24/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0000579808	11/24/2020	11/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Jackson and Jackson Downtown Development Authority are included as additional insureds for general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
 161 W Michigan Ave
 Jackson, MI 49201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Drummond/KCORD

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Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The Jackson YMCA has put in place preventative measures to reduce the spread of COVID-19; however, The Jackson YMCA **cannot guarantee that you will not become infected with COVID-19**. Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ INITIALS By signing this agreement, I **acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death**. I understand that the risk of becoming exposed to or infected by COVID-19 at the Jackson YMCA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Jackson YMCA's employees, volunteers, and program participants and their families.

____ INITIALS I **voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at the Jackson YMCA**. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Jackson YMCA, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Jackson YMCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the Jackson YMCA.

____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ INITIALS In the event that I file a lawsuit, I agree to do so in the state where the Jackson YMCA is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ INITIALS **By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

____ INITIALS I **have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing**. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

____ INITIALS If I have signed a separate general waiver of liability connected to my participation at the Jackson YMCA, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ INITIALS **I agree that I will practice safe social distancing and clean hygiene during my participation at the Jackson YMCA.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone () _____ Date _____

Date of Birth _____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)**

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: June 8, 2021
SUBJECT: Special Event Application for the Pentecostal Church of God Outdoor Worship Services

Recommendation:

Approve a request from the Pentecostal Church of God to host three outdoor worship services in Horace Blackman and Bloomfield Parks.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Pentecostal Church of God Outdoor Worship Services.

I recommend approval of the special event application for the Pentecostal Church of God Outdoor Worship Services. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: June 8, 2021

RECOMMENDATION: Approve a request from the Pentecostal Church of God to host three outdoor worship services in Horace Blackman and Bloomfield Parks.

SUMMARY: Outdoor worship event

DEPARTMENTAL APPROVAL SUMMARY

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

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

CONDITIONS & CONSIDERATIONS

Electrical Outlets (CP Square)

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Pentecostal Church of God Outdoor Worship Services



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

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

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

Applicant Information

Sponsoring Organization Legal Name: Pentecostal Church of God	
Address: 1814 Cortland BLVD Jackson Mi	Phone: (313) 549-4441
Tax ID#: 80-0902586	Website:
Contact Name: Curtis Simmons	Phone: 313 549 4441 Email: dist1jackson@gmail.com
Contact Name:	Phone: 517 962 6778 Email:
Contact Name During Event: Curtis L. Simmons	Phone: (313) 549 4441

Event Information

Event Name:				
Event Date(s):	Event Set up Time:	Event Start Time:	Event End Time:	Event Tear Down Time:
Horace Blackmen - 6-13-2021	10am	12:00pm	2:30pm	3:00pm
Bloomfield - 8-8-2021	10am	12:00pm	2:30pm	3:00pm
Horace Blackmen - 8-29-2021	10am	12:00pm	2:30pm	3:00pm

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

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 25

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: Church service

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

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

Brief description of Event

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

Church service. Singing, prayer, and message preached by pastor of church.

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

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

City Resources Requests

Not all resources may be available at your requested site.

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

Electrical Power: Indicate electrical requirements: Will use outlets that are available
 Amount of electrical wattage needed: _____ Amount of plug ins: 4
 Locations of where plugs are needed: Stage of Horace Blackman
****All electrical lines MUST be covered to limit tripping hazards. ****

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

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

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

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

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

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

Insurance

Please request the following documentation from your insurance carrier.

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

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

Event Map Details of all event activities MUST be included.

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

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

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:

Temperature checks, social distancing, hand sanitizer required, mask required, if not feeling well or exposed to covid - will not be allowed to attend.

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:

Attendees must notify Pastor before event if you are sick or have been exposed to Covid 19 and will not be able to attend event. Attendees names & phone numbers will be received during event & in the case of a possible exposure every attendee will be notified by telephone call from Pastor.

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

At event all attendees will be screened with temperature check upon entry and use of hand sanitizer is required. Events will be held outside with social distancing requirements by participants & attendees. Masks are required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2020

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

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

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Beth A Krueger PHONE (A/C No. Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: customerservice@churchmutual.com FAX (A/C, No): 855-264-2329	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Church Mutual Insurance Company	NAIC # 18767
INSURED PENTECOSTAL CHURCH OF GOD 1814 CORTLAND BLVD JACKSON MI 49203-1432		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0006968-02-099478	03/12/2020	03/12/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Church services on September 20, 2020 and October 4, 2020. Saap 562 A220

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson, Downtown DDA 161 W Michigan Ave Jackson MI 49021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Beth Krueger</i>
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MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: June 8, 2021
SUBJECT: Local Governmental Unit Approval for Social District Permit

RECOMMENDATION:

Consideration of a resolutions approving the Social District Permit Application for The Cowboy, LLC, dba The Crazy Cowboy

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 28, 2021 the owner of The Crazy Cowboy 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: Liz Wiginton <contactthecowboy@gmail.com>
Sent: Friday, May 28, 2021 10:34 AM
To: Andrea Muray
Subject: Social district permit
Attachments: 20210528_101748.jpg

Is this ok? Or do I need to come drop it off?

Liz Wiginton
517-206-4731
Owner The Cowboy LLC
(The Crazy Cowboy)

[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 The Cowboy LLC
(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.

MEMORANDUM OF UNDERSTANDING

Jackson Housing Commission City of Jackson

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), made and entered into this [redacted] day of [redacted], 2021, by and between the Jackson Housing Commission (“JHC”), and the City of Jackson, Michigan (“City”) (collectively, the “Parties”), is intended to show a strong commitment of both parties to the development of a comprehensive neighborhood revitalization strategy (the “Transformation Plan”) for the Downtown Jackson Neighborhood as described in the application for a Choice Neighborhoods Planning Grant.

WITNESSETH

THAT WHEREAS, JHC is a public body corporate and politic organized under the laws of the State of Michigan and operates as a public housing authority within the City’s corporate limits; and

WHEREAS, on May 12, 2021, the U.S. Department of Housing and Urban Development (“HUD”) issued a Notice of Funding Opportunity (“NOFO”) for the Choice Neighborhoods Planning Grants Program (the “Program”) for Fiscal Year 2021; and

WHEREAS, the Program oversees the Planning Grant (the “Planning Grant”), which awards funds in the amount up to \$450,000 for the purpose of (i) replacing distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood, (ii) improving outcomes of households living in the target housing related to employment and income, health, and children’s education, and (iii) creating the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good school, and commercial activity, that are important to families’ choices about their communities; and

WHEREAS, JHC’s HUD-approved 5-year Public Housing Authority Plan, Annual Public Housing Plan and Strategic Plan, affirm JHC’s commitment to evaluate all JHC-owned properties for modernization, development, demolition and/or disposition and prioritize as to highest and best use. JHC commits to ongoing public input into any redevelopment plans by soliciting input from residents, advocates, neighborhood groups and other stakeholders; and

WHEREAS, JHC is an innovative public housing authority, managing or supporting affordable housing for over 1,000 households in the City (including housing choice vouchers, public housing, and Tax Credit units). JHC has significant experience in managing resident programs for the development and management of federally assisted housing; and

WHEREAS, the City has significant experience in neighborhood planning and plan implementation with a long history of working with HUD programs such as the CDBG Program, the Neighborhood Stabilization Program, and the HOME Program, all of which have helped improve the quality of life for the City; and

Insert resolution number

WHEREAS, JHC has the experience and the responsibility for planning and implementing the demolition and rehabilitation of public housing units, the renovation of and new construction of public housing units, leveraging funds by collaborating with the City, and utilizing public and private funding sources; and

NOW, THEREFORE, for and in consideration of the mutual promises to each other, the Parties hereto do mutually agree as follows:

I. PURPOSE

JHC and the City shall cooperate for the purposes of applying for FY 2021 Planning Grant funds and undertaking or assisting in undertaking eligible activities identified in the application for Planning Grant funds if awarded a grant. These eligible activities include the development of a comprehensive Transformation Plan (as defined herein) for the Reed Manor public housing property and areas of the Downtown Jackson Neighborhood that are in need of investment for revitalization. Eligible Planning Activities shall include: completion of comprehensive needs assessments related to housing, people and the neighborhood; technical planning studies; involvement of stakeholders including public housing residents, neighborhood residents, public and private organizations, businesses, neighborhood associations and other relevant stakeholders; planning for the collection and strategic use of relevant data; and strengthening the management and decision-making capacity of participating organizations (collectively, “Planning Activities”).

II. SCOPE OF WORK

JHC and the City have made a commitment to work collaboratively throughout the entirety of the grant to develop a Transformation Plan. JHC shall serve as the lead applicant (“Applicant”) for the purposes of the Planning Grant Application (the “Application”), and the City shall serve as co-applicant (“Co-Applicant”) for the purposes of the Application.

III. JHC's RESPONSIBILITY

In its role of Applicant, JHC shall have overall responsibility to administer and implement the Planning Grant if awarded by HUD. JHC will be responsible for the following:

- a) Ensuring that the planning project is carried out in compliance with all HUD requirements (as set forth in grant agreement) in substantial compliance with the information provided in the grant application;
- b) Determining the adequacy of performance under project agreements and procurement contracts;
- c) Conducting an environmental review and consulting with the City on any decision-making and action required for the properties identified in the grant application;
- d) Engaging in communication and coordination with housing authority residents and community stakeholders within the planning process;
- e) Submitting all pertinent documents and reports to HUD as required by the grant agreement; and
- f) Accessing funding through HUD's Line of Credit Control System.

IV. THE CITY'S RESPONSIBILITY

In its role as Co-Applicant, the City will be responsible for the following:

- a) Supporting JHC in ensuring that the planning project is carried out in compliance with all HUD requirements (as set forth in grant agreement) in substantial compliance with the information provided in the grant application;
- b) Supporting JHC in submitting all pertinent documents and reports to HUD as required by the grant agreement;
- c) Providing capacity and expertise in people, housing, and neighborhood planning and implementation;
- d) Providing its expertise from relevant City departments (e.g., Planning, Community Development, Public Works, Police, Parks and Recreation, and other applicable departments for consultation and information sharing);
- e) Informing JHC of plans and projects undertaken by the City that will impact and influence the Choice Neighborhoods Initiative; and
- f) Reviewing analysis of data gathered during the process as a necessary component of the Transformation Plan.

V. MODIFICATION

No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

VI. CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice except where the cancellation is for cause, i.e., a material and significant breach of the provisions of this Agreement, it may be cancelled upon delivery of written notice to the other party.

VII. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties, or after the Planning Grant period, or in the event that the grant is not awarded to JHC and the City, whichever comes first.

VIII. EFFECT OF TERMINATION

Termination of this Agreement by either party for any reason shall not affect any other agreement or relationship between the Parties unless otherwise specified in writing by the Parties.

IX. NOTICE

All notices, requests, claims, and other communications required herein shall be in writing and made by personal delivery, courier, facsimile, or deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, and addressed as follows:

If to JHC:

Jackson Housing Commission
Attn: Laurie Ingram, Executive Director
301 Steward Ave Suite C
Jackson, MI 49201

If to the City:

City of Jackson
Attn: [redacted]
161 W. Michigan Avenue
Jackson, Michigan 49201

X. INDEMNIFICATION

Except as otherwise provided in this Agreement, in the event a claim, lawsuit, or demand is brought against one party (the “Defending Party”) that arises solely and directly out of the acts or omissions of the other party (the “Indemnifying Party”) or which results from any material breach by the Indemnifying Party or any representation or warranty contained herein, the Defending Party shall be indemnified and held harmless by the Indemnifying Party to the extent of any such lawsuit, claim, or demand, including costs of litigation and reasonable attorney’s fees not covered by insurance. The Parties agree to give each party notice of any such claim, demand,

or action (Defending Party shall notify the Indemnifying Party) within ten (10) business days of receipt of such lawsuit, claim, or demand, and to the extent that there is no material conflict of interest, the Indemnifying Party shall be given the opportunity to fully participate in the defense and all negotiations for a settlement or compromise and the Defending Party shall cooperate fully with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will not be responsible for any settlement entered into by the Defending Party which the Indemnifying Party has not approved in writing, provided that such approval shall not be unreasonably withheld or delayed.

XI. RETENTION OF RECORDS

The Parties agree to retain all documents pertinent to this Agreement for (a) five (5) years from the termination of this Agreement; (b) until all pending Federal, State, and County audits are completed; or (c) as required by applicable Michigan public record retention schedules, whichever is later.

XII. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

In the performance of the services under this Agreement, the Parties shall comply with all applicable statutes, ordinances, regulations, and rules of the Federal Government. This Agreement is subject to any required approvals by the governing body of JHC, the City, and/or HUD.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute an original of the same.

XIV. GOVERNANCE

This Agreement shall be construed and enforced under the laws of the State of Michigan. The Parties agree that Michigan courts shall have jurisdiction over any disputes arising out of this Agreement, and that venue is proper in Jackson County, Michigan for any state court action and in the Eastern District of Michigan for any federal court action.

XV. ASSIGNMENT

This Agreement shall not be assigned without the prior written consent of the Parties. All of the terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, transferees, and assigns.

XVI. FORCE MAJEURE

No Party shall be deemed in default of its obligations under this Agreement if prevented from performing by acts of God, acts of war, strikes, civil insurrection, or by acts of any other Party to this Agreement.

XVII. AMENDMENT PROVISION

This Agreement may be amended at any time in writing and by mutual consent of the Parties.

XVIII. HEADINGS

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents herein.

XIV. SEVERABILITY

If one or more of the provisions in this Agreement are deemed void by law then the remaining provisions will continue in full force and effect.

XX. SIGNATURES

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

Attest:

City of Jackson, Michigan

Insert Name, City Clerk

By: _____
Derek Dobies, Mayor

Jackson Housing Commission

By: _____
Laurie Ingram, Executive Director

CHOICE NEIGHBORHOODS FAQ



CHOICE NEIGHBORHOODS

Introduction

In July 2021, the Jackson Housing Commission will apply for a HUD Choice Neighborhoods Planning Grant for the Downtown Jackson neighborhood. This application will identify JHC's Reed Manor property as a Target Housing Site for redevelopment. The grant award of **up to \$450,000** would help JHC and its partners address the clear inequities that exist within the community and build significant positive momentum for revitalization.

What is the Choice Neighborhoods Initiative?

The HUD Choice Neighborhoods Initiative (CNI) employs a comprehensive approach to neighborhood transformation. The program helps communities by revitalizing distressed public (and/or assisted) housing while investing and leveraging investments in:

- Well-functioning services and public assets
 - High quality public schools/education programs
- High quality early learning programs/services
- Public transportation and mobility
- Improved access to jobs

The CNI will ensure that current residents will be able to benefit from this transformation by preserving affordable housing or providing residents with the choice to move in to affordable and accessible housing in another existing neighborhood of opportunity.

The Choice Neighborhoods Initiative is focused on three core goals:

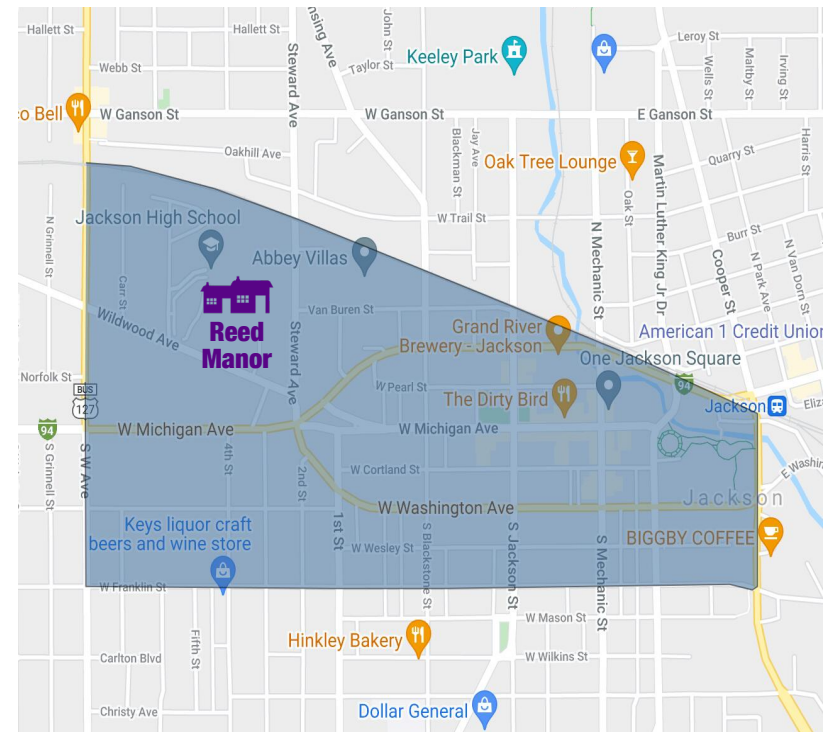
- 1) Housing:** Transform distressed public and assisted housing into energy efficient, mixed-income housing that is physically and financially viable over the long term.
- 2) People:** Support positive outcomes for families who live in the target developments and the surrounding neighborhood, particularly outcomes related to residents' education, health and recreation, safety, employment, and mobility; and
- 3) Neighborhood:** Transform distressed neighborhoods into viable, mixed-income neighborhoods with access to well-functioning services, high quality public schools and education programs, high quality early learning programs and services, public assets, public transportation, and improved access to jobs.

Where does Jackson fit in?

To achieve these core goals, successful applicants are required to develop and implement a comprehensive neighborhood revitalization strategy, or Transformation Plan. This Plan will become the guiding document for the revitalization of the public housing units while simultaneously directing positive transformation of the surrounding neighborhood. To successfully develop and implement the Transformation Plan, JHC will work with Reed Manor residents, public and private agencies, community and philanthropic organizations, neighborhood residents, and other identified individuals and stakeholder groups to gather and leverage resources needed to support the strategic and financial sustainability of the Plan.

What happens now?

The FY2021 Notice of Funding Opportunity (NOFO) was released by HUD on May 12, 2021. JHC has procured an experienced grant writer and will complete and submit an application on or before July 13, 2021. HUD is anticipating providing **11 awards** to communities nationwide. If awarded, it is anticipated that the planning process would begin in late 2021 and take about two years to complete.



Draft - Planning Boundaries May Change

CHOICE NEIGHBORHOODS FAQ



How is the Downtown Jackson community unique?

The Downtown Jackson neighborhood was selected for its tremendous opportunities and strategic location at the center of the region. Jackson's Downtown District represents the true spirit and energy of the city of Jackson. This Downtown boasts historic structures, a rich artistic culture, award-winning dining and a thriving business community. Despite these unique assets, Downtown Jackson continues to face challenges relating to affordable housing, business development, circulation, and safety and security. This Plan will help to create a roadmap for how to address these challenges through creative and innovative approaches.

What do we hope to achieve with the Choice Neighborhoods Planning Grant?

The grant will be used to bring the community and planning partners together to create a viable and actionable Transformation Plan for the Downtown Jackson community, which can be implemented utilizing a variety of local, state and national resources. The grant will also be utilized to develop and construct a catalytic early action project that will benefit all residents of the community.

Reed Manor includes 292 units of low-income housing built in the 1960s. The CNI Plan will seek to replace **100%** of those housing units within the neighborhood, or in other areas of opportunity as part of new mixed-income developments.

How does this related to the Rental Assistance Demonstration Program (RAD)?

JHC is looking to improve its properties and preserve affordable housing by “converting” the federal public housing subsidy to the Section 8 program through the RAD program. The CNI Plan would help to direct the potential improvements for the Reed Manor property.

How will we work with the community?

When residents are genuinely at the center of a planning process, a unique outcome unfolds. Relationships become the focal point of the work. This is because for residents, planning is personal – it's about their children, their families, their homes, their neighbors and their streets. It is about making their day-to-day lives better in real time. As we envision, design, and seek to implement the investment and physical changes necessary to revitalize the community, local residents will be engaged from day one, so that they can help to assume a leadership role in the process.

How long will this process take?

Once awarded the grant, the process to create the Downtown Jackson Choice Neighborhood Plan will take about two years and would be completed in late 2023.

How can this benefit the neighborhood in the short-term?

If awarded the grant, the planning team will dedicate approximately **\$150,000** to identify and build an “Early Action Project” in the Summer of 2022 that will have an immediate positive benefit for the community. We need your involvement to help come up with these important ideas!

Does the planning process include construction of new housing?

No, this process ONLY involves planning and the implementation of smaller “Early Action Projects.” Construction of housing, retail, and other larger improvements would happen later based on community input and available resources.

What is the CNI Implementation Grant?

Following completion of the CNI Plan, the JHC will be eligible to apply for a CNI Implementation Grant, which could provide approximately \$30 million towards Housing, People, and Neighborhood Initiatives.

Are there resident hiring opportunities as part of this process?

Yes, if awarded the grant, we will be looking to identify a set of Community Ambassadors to assist with resident engagement, data gathering and Plan feedback. Ambassadors would be provided a stipend for their effort.

For questions please contact:

Laurie Ingram - Executive Director

Jackson Housing Commission

301 Steward Ave Suite C, Jackson, MI 49201

(517) 787-1188

l.ingram@jacksonhousing-mi.org

MEMO TO: City Councilmembers
FROM: Derek Dobies, Mayor
DATE: June 8, 2021
SUBJECT: City Planning Commission Resignation

Recommendation:

Approve the Mayor's recommendation to accept the resignation of Sheila Troxel from the City Planning Commission effective June 1, 2021 and to express gratitude to Ms. Troxel for her service to the City of Jackson.

On December 11, 2018, City Council approved the Mayor's recommendation to reappoint Sheila Troxel to the City Planning Commission for a three-year term beginning January 01, 2019 and ending December 31, 2021. Ms. Troxel has served on the City Planning Commission since 2009. Her circumstances do not make continued service possible and she has therefore resigned.

June 1, 2021

Good morning, Derek and Adam

As much as I have enjoyed my years sitting on the City of Jackson Planning Commission, it's now time to venture onto new things. I've enjoyed being part of the commission and seeing our city thrive over these past several terms, but it's time for new blood and me to work on new things. Thank you for entrusting me with helping the commission improve the neighborhoods of Jackson. It's been a great pleasure to serve the people of Jackson.

Sheila Troxel

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: May 19, 2021

SUBJECT: **Award Contracts for the Fiscal Year 2021/2022 purchase of Water and Wastewater Treatment chemicals.**

Recommendation: Award the various water and wastewater treatment chemical purchases, as presented, via the annual supply bids

Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Michael Osborn, Director of Public Works
DATE: May 19, 2021
RECOMMENDATION: **Award Contracts for the Fiscal Year 2021/2022 purchase of Water and Wastewater Treatment chemicals.**

SUMMARY

The City of Jackson, through the Mid-Michigan Bulk Water Chemical Consortium, and a City of Jackson Request for Proposal (RFP) issued on 4/20/2021, issued requests for chemical bids. These chemicals are used in the treatment processes at both the Water and Wastewater Treatment Plants over the next fiscal year.

BUDGETARY CONSIDERATIONS

The annual treatment chemical purchases are included in the approved 2021-2022 water and wastewater treatment budgets.

Lime	Graymont	\$143.50 per ton x 3,320 tons = \$476,420
Ferric Chloride	PVS Technologies	\$592.00 per ton x 50 tons = \$29,600
Hydrofluosilic Acid	Alexander Chemical	\$426.00 per ton x 57 tons = \$24,282
Liquid Caustic Soda	Alexander Chemical	\$522.00 per ton x 130 tons = \$67,860
Chlorine	Alexander Chemical	\$519.00 per ton x 60 tons = \$31,140
Soda Ash	Tata Chemical	\$331.14 per ton x 200 tons = \$66,228
Phosphate	Carus LLC.	\$103.00 per cwt x 404 cwt = \$41,612
Ferrous Chloride	Kemira Water Solutions	\$0.437 per gallon x 250,000 gal = \$109,250

HISTORY, BACKGROUND and DISCUSSION

The lime, ferric chloride, hydrofluosilicic acid and soda ash were bid through our consortium with the Lansing Board of Water and Light, Ann Arbor, and various other communities. The remaining chemicals were bid through the City of Jackson Purchasing Department.

Chemical pricing fluctuates from year to year. This year's pricing during COVID is no different, however as some chemicals went up, others stayed relatively close to last year. Our usage projections have not changed.

POSITIONS

I recommend the award of various water and wastewater treatment chemical purchases, as presented via the annual supply bid.



COMPANY	PRICE TO REMAIN IN EFFECT	CHLORINE	LIQUID CAUSTIC SODA	PHOSPHATE	CALCIUM HYPOCHLORITE TABLETS	FERROUS CHLORIDE
		per ton	per ton wet	per hundred weight	per pail	per gallon
PVS TECHNOLOGIES, INC.	90/180/365					0.660
PVS NOLWOOD CHEMICALS, INC.	90/180/365		700.00			
KEMIRA WATER SOLUTIONS, INC.	90/180/365					0.437
UNIVAR SOLUTIONS	90/180/365		673.00			
CARUS LLC (F/K/A CARUS CORPORATION)	90/180/365			103.00		
JCI JONES CHEMICALS, INC.	180	529.00				
	90		533.00			
	180		570.00			
	365		586.00			
SHANNON CHEMICAL CORPORATION	90			117.00		
	180			127.00		
	365			141.00		
ALEXANDER CHEMICAL	90/180/365	519.00	522.00			

Lansing Board of Water Light
Purchasing Warehousing Department
Bid Evaluation Form



RFP Title: Mid-Michigan Bulk Water Chemical Consortium

			<i>Evaluated Bidders</i>							
			Alexander Chemicals	Carmeuse	Graymont	Jones Chemicals	Olin	PVS Chemicals	Tata Chemicals	USP Technologies
Item Description		Unit	Unit Price	Unit Price	Unit price	Unit Price	Unit Price	Unit Price	Unit Price	
Sodium										
Chemical/gal			0.8274	No bid	No Bid	0.716	0.7395	No bid	No bid	No bid
Demurrage/hr.			\$75.00	No bid	No bid	\$80.00	\$80.00	No bid	No bid	No bid
Hydrofluosilic Acid										
Chemical in minimum 40,000 lbs. shipments/ton			\$388.00	No bid	No Bid	No bid	No bid	No bid	No bid	No bid
Chemical in minimum 30,000 lbs. shipments/ton			\$426.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid
Chemical split between multiple locations in minimum 40,000 lbs. shipments/ton			\$426.00 delivered + \$60.00 split load	No bid	No bid	No bid	No bid	No bid	No bid	No bid
Demurrage			\$75.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid
Ferric Chloride										
Dry Chemical/ton			No bid	No bid	No Bid	No bid	No bid	\$592.00	No bid	\$888.00
Liquid Chemical/ton			No bid	No bid	No bid	No bid	No bid	\$225.00	No bid	\$337.50
Demurrage/hr.			No bid	No bid	No bid	No bid	No bid	\$95.00	No bid	\$100.00
Pebble Quick Lime										
Chemical/ton			No bid	\$128.00	\$143.50	No bid	No bid	No bid	No bid	No bid
Demurrage/hr.			No bid	\$70.00	\$95.00	No bid	No bid	No bid	No bid	No bid
Sod Ash										
Chemical/ton			No Bid	No Bid	No Bid	No bid	No bid	No bid	\$331.14	No bid
Demurrage/hr.			No bid	No bid	No bid	No bid	No bid	No bid	\$100.00	No bid

Corrected pricing

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 8, 2021

SUBJECT: Approve the sale of City Owned property located at 310 Union Street to Brown Floral Co. Inc.

Recommendation: Approve the sale of City owned property located at 310 Union Street to Brown Floral Co, Inc. 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: June 8, 2021

RECOMMENDATION: Approve the sale of City owned property located at 310 Union Street to Brown Floral, Co. Inc, 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 310 Union Street to Brown Floral Co. Inc.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Brown Floral Co. Inc. and the City of Jackson. Brown Floral Co. Inc. would like to purchase the vacant lot at 310 Union Street to add frontage to their business. City staff is proposing for the Council to sell the vacant lot subject to a Development Agreement.

If Brown Floral Co, Inc. 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 310 Union Street to Brown Floral Co., Inc.

ATTACHMENTS

- 310 Union Street 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 Brown Floral Co. Inc., a Michigan Domestic Profit Corporation, whose address is 908 Greenwood Avenue, Jackson, MI 49203 and referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, the City is the owner of real property in City of Jackson commonly known as 310 Union Street, Jackson, MI 49203, and legally described in Exhibit A, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Property"; and

WHEREAS, Developer is a retail floral business in the City of Jackson; and

WHEREAS, Developer desires to purchase the Property from the City to provide frontage for their business; and

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

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

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

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

1. **RECITALS.** The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.
2. **TRANSFER OF PROPERTY.** Upon execution of the Development Agreement by Developer and the City, and the Developer paying the City the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.
3. **COMBINING LOTS.** Developer agrees to combine 310 Union Street with their adjoining property located at 312 Union Street into a single parcel through the City of Jackson Assessor's Office procedure before making any repairs identified in Exhibit B.
4. **IMPROVEMENTS BY DEVELOPER.** Developer shall be required to make the improvements contained in Exhibit B by the date(s) listed on Exhibit B. In addition should Developer wish to make improvements to Property, all improvements and repairs shall be performed in a workmanlike manner. All improvements and repairs shall be in compliance with local code requirements and all applicable ordinances and regulations of the City of Jackson.
5. **TAXES.** Developer will keep current on all taxes assessed on the Property.
6. **FAILURE TO FOLLOW CITY OF JACKSON CODE OF ORDINANCES AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS.** Should Developer fail to abide by the City of Jackson's Code of Ordinances, and be found responsible for a violation

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

7. DEFAULT AND CONDITIONAL RELEASE OF OWNERSHIP RIGHTS.

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

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

9. 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

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

If to Developer, to: Brown Floral Co. Inc.
Christine A. Grostefon, President
908 Greenwood Avenue
Jackson, MI 49203

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

16. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid

or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

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

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

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

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

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

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

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

THE CITY OF JACKSON

Jonathan Greene
City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

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

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

DEVELOPER

Brown Floral Co. Inc.
a Michigan Domestic Profit Corporation

By: _____
Christine A. Grostefon
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by Christine A. Grostefon, as the President of Brown Floral Co. Inc.

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:

LAND COM AT A POINT ON N LN OF UNION ST 168 FT W OF WLY
LN OF GREENWOOD AVE TH W 40 FT TH N 99 FT TH E 40 FT TH S
99 FT TO BEG BLK HARWOOD'S ADD

Commonly known as: 310 Union Street, Jackson, Michigan 49203

Parcel/Tax ID#: 4-117500000

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 310 Union Street, 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 **Brown Floral Co. Inc.**, a Michigan Domestic Profit Corporation, whose address is 908 Greenwood Avenue, Jackson, MI 49203 (Buyer), agree to sell and purchase by quit claim deed the following real estate located in the City of Jackson, Jackson County, Michigan, described as follows:

See Exhibit A attached

Commonly known as 310 Union Street (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay THREE HUNDRED SIXTY TWO (\$362.50) and 50/100 Dollars (the Purchase Price), subject to building and use restrictions and easements, if any, and zoning ordinances, if any, on the following conditions:

1. EVIDENCE OF TITLE

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

2. TITLE OBJECTIONS

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

3. EARNEST MONEY DEPOSIT

No earnest money deposit shall be required from the Buyer.

4. TAXES AND PRORATED ITEMS

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

5. IMPROVEMENTS

There currently are not any residential structures on this property and the property is vacant land.

6. CLOSING

Closing shall take place at the office of the City Attorney on or after June 15, 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:

If to Seller: City of Jackson
Attn: City Manager
161 W Michigan Ave
Jackson, MI 49201

With a Copy to: City of Jackson
Attn: City Attorney
161 W. Michigan Ave
Jackson, MI 49201

If to Buyer: Brown Floral Co. Inc.
Christine A. Grostefon
908 Greenwood Avenue
Jackson, MI 49203

21. GENERAL CONDITIONS

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

22. FURTHER ASSURANCES

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

23. INDEMNIFICATION

The Buyer agrees to release Seller, its agents, officials and employees from, and shall indemnify and save harmless the Seller, its agents, officials and employees against and, from all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Seller by reason of the following occurring during the term of this Agreement and particularly, but not solely, during the Inspection Period: any negligent or tortuous act or omission of the Buyer or its agents,

employees or assigns resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible and/or real property, including the loss of use therefrom.

24. ALL AGREEMENTS IN WRITING

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

25. CHOICE OF LAW

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

26. EFFECTIVE DATE

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

27. CONTINGENCIES

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

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

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

28. CITY COUNCIL AUTHORIZATION

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

29. ENTIRE AGREEMENT

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

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

Buyer: Brown Floral Co. Inc.
a Michigan Domestic Profit Corporation

Seller: City of Jackson

Christine A. Grostefon
Its: President

Jonathan Greene
City Manager

Dated: _____

Dated: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

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

LAND COM AT A POINT ON N LN OF UNION ST 168 FT W OF WLY
LN OF GREENWOOD AVE TH W 40 FT TH N 99 FT TH E 40 FT TH S
99 FT TO BEG BLK HARWOOD'S ADD

Commonly known as: 310 UNION STREET, JACKSON, MI
49203

Parcel/Tax ID#: 4-117500000

EXHIBIT B

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

(See Attached)

MEMO TO: Mayor and City Councilmembers

FROM: Jackson Brownfield Redevelopment Authority (JBRA)

DATE: June 8th, 2021

SUBJECT: Approve a resolution in support for a Brownfield Plan for 769-811 East Washington Avenue (Objectiv E Washington LLC).

Recommendation:

Hold the public hearing and receive public comment on the Brownfield Plan for the redevelopment of 769-811 East Washington Avenue (Objectiv E Washington LLC) and approve the resolution in support. Also approve the Redevelopment and Reimbursement Agreement for 769 -811 East Washington Avenue (Objectiv E Washington LLC)

On May 12th, 2021, the Jackson Brownfield Redevelopment Authority voted to recommended approval of the Brownfield Plan and redevelopment and reimbursement agreement for the redevelopment of 769-811 East Washington Avenue (Objectiv E Washington LLC).

We recommend holding the public hearing and adopting the resolution of the Brownfield Plan, and approval of the development and reimbursement agreement.
Your consideration and concurrence if appreciated.

Attachments: Resolution, Fact Sheet, Development and Reimbursement Agreement, Tif Table, Brownfield Plan.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Assistant City Manager

DATE: Council Meeting- June 8th, 2021

RECOMMENDATION: Consider the requested 18 year Brownfield Plan for 769-811 East Washington Avenue (Objectiv E Washington LLC).

SUMMARY

On May 12th, 2021 the Jackson Brownfield Redevelopment Authority voted to recommend approval of the Brownfield Plan and Redevelopment and Reimbursement Agreement for the redevelopment of 769-811 East Washington Avenue (Objectiv E. Washington LLC) Construction of the Project began in the winter of 2020/2021 and will be completed in the summer of 2021. The Project required a baseline environmental assessment activities and due care activities to address existing contamination, demolition, infrastructure, and site preparation activities. Total capital investment in the Project is estimated to be \$19 million and the total cost of eligible activities is estimated to be \$2.39 million. The Project will improve the overall use of the Property by replacing a vacant industrial property with revitalized industrial space in the City of Jackson (the "City"), a qualified local government unit. The Project is expected to generate approximately 50 new full-time jobs.

BUDGETARY CONSIDERATIONS

Objectiv is seeking tax increment financing ("TIF") from available local taxes for eligible activities at the Property and available school operating taxes and state education tax millage for 2 eligible approved environmental activities at the Property. Eligible activities include baseline environmental assessment activities, department specific activities (i.e. due care and additional response activities), demolition, site preparation, infrastructure improvements, an administrative fee, and preparation and development of a brownfield plan. The following is the estimated costs of the eligible activities for the Project that qualify for TIF reimbursement. ELIGIBLE ACTIVITIES TASK COST ESTIMATE Department Specific Activities 1. Pre-approved Baseline Environmental Assessment Activities \$ 45,500 2. Due Care Activities \$ 120,000 3. Additional Response Activities \$ 34,500 Department Specific Activities Subtotal \$ 200,000 Non-Environmental Activities 4. Demolition \$ 104,600 5. Site Preparation \$ 1,726,449 6. Infrastructure Improvements \$ 326,402 Non-Environmental Activities Subtotal \$ 2,157,451 Eligible Activity Subtotal \$ 2,357,451 7. Administrative Fee \$2,500 8. Brownfield Plan Preparation and Development \$ 30,000 TOTAL \$ 2,389,951

The duration of the Brownfield Plan for the Project is estimated to be 23 years. It is estimated that redevelopment of the Property will be completed by the end of 2021 and that it will take up to 18 years to recapture the Eligible Activities through local tax increment revenues, plus up to five years of capture for the Local Brownfield Revolving Fund (the "LBRF"), if available. Therefore, the first year of tax increment capture will be 2022 and the Brownfield Plan will remain in place until Objectiv is fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration

provided for in MCL 125.2663. The Authority intends to capture funds for the LBRF with tax increment revenue capture, if available.

Objectiv will initially pay for the cost of the Eligible Activities included in this Brownfield Plan and they will seek reimbursement through available local tax increment revenue during the term of the Brownfield Plan.

HISTORY, BACKGROUND and DISCUSSION

OBJECTIV E. Washington LLC ("Objectiv") is constructing an approximately 71,000 sq. ft. industrial facility on what was vacant property, consisting of approximately 14.20 acres, located at 769-811 East Washington Avenue, Jackson, Michigan (the "Property"). Objectiv plans to develop the Property for use as a light manufacturing facility with shipping and receiving capabilities (the "Project").

The Property contains six parcels located at 769-811 East Washington Avenue, Jackson. New personal property added to the Property as part of the Project is included in this Brownfield Plan to the extent it is taxable. Subsurface investigation results of the Property identified contaminants above Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) at Parcels 1, 2, 3 and 6. Specifically, one or more of those parcels contains elevated concentrations of benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, fluoranthene, phenanthrene, arsenic, mercury, selenium, and/or silver in the soil that exceed EGLE's GRCC. Therefore, Parcels 1, 2, 3 and 6 are considered Eligible Property because they have been determined to be a "facility" as defined by Part 201 of Michigan Natural Resources and Environmental Protection Act (NREPA) (P.A. 451 of 1994, as amended). Parcels 4 and 5 are adjacent to, and contiguous with, the parcels identified as "facilities" and the improvements on Parcels 4 and 5 are anticipated to increase the value of the remaining parcels. Therefore, the entire Property is Eligible Property

The Project will significantly improve the overall use of the Property by replacing a vacant property with a light manufacturing facility. Additionally, the Project will result in an increase in long-term property tax and income tax revenues for the City of Jackson and State of Michigan and provide new employment opportunities to the community.

POSITIONS

Following the public hearing, for which all taxing jurisdictions were notified, the Council may consider adoption of the Resolution authorizing the Brownfield Plan reimbursement for Objectiv E. Washington LLC

ATTACHMENTS: Resolution, Fact Sheet, Development and Reimbursement Agreement, Tif Table, Brownfield Plan.

CITY OF JACKSON

Fact Sheet for
Objectiv Project
769-811 East Washington Avenue, Jackson, Michigan

The redevelopment project consists of the new construction of a 71,000 square-foot industrial building. The site is located at 769-811 East Washington Avenue, Jackson, Michigan and consists of eight parcels of property.

Project Name: Objectiv

- Initial Taxable Value: **\$22,666**
- Future Taxable Value (Projected): **\$3,500,000**
- Annual Total Tax Increment Revenues (School): **\$83,000 (approximately)**
- Annual Total Tax Increment Revenues (Local): **\$123,700 (approximately)**
- Maximum Years Allowed to Reimburse Eligible Costs (All Millages): **18**
- Maximum Amount of Eligible Activities to be reimbursed: **\$2,389,951**
- Current Local and School Tax Revenues (to continue during term of Plan): **\$1,350**
- Amounted to be Deposited in State Revolving Fund (Estimated): **\$20,969**
- Amount to be Deposited in Local Brownfield Revolving Fund (Estimated): **\$801,182**

BROWNFIELD PLAN

**OBJECTIV GROWTH
EAST WASHINGTON DEVELOPMENT**

**769-811 East Washington Avenue
Jackson, Michigan 49203
City of Jackson Brownfield Redevelopment Authority**

**December 11, 2020
Revised April 19, 2021**

**Approved by the City of Jackson Brownfield Redevelopment Authority on []
Approved by the Jackson City Council on []**

**Prepared by:
Kurt M. Brauer
Sarah A. Harper
Warner Norcross + Judd LLP
1500 Warner Building, 150 Ottawa Avenue NW
Grand Rapids, Michigan 49503
Phone: (248) 784-5182
kbrauer@wnj.com**

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EXHIBITS

Attachment A	Legal Descriptions of the Property
Figure 1	Map of the Property
Figure 2	Identification of Eligible Property
Figure 3	Site Plan
Table 1	TIF Table

1. SUMMARY OF PROJECT

Pursuant to this Objectiv Growth East Washington Development Brownfield Plan (“**Brownfield Plan**”), OBJECTIV E. Washington LLC (“**Objectiv**”) is proposing to construct an approximately 71,000 sq. ft. industrial facility on vacant property, consisting of approximately 14.20 acres, located at 769-811 East Washington Avenue, Jackson, Michigan (the “**Property**”). Objectiv plans to develop the Property for use as a light manufacturing facility with shipping and receiving capabilities (the “**Project**”).

Construction of the Project is expected to commence in the winter of 2020/2021 and will be completed in the summer of 2021. The Project will require baseline environmental assessment activities and due care activities to address existing contamination, demolition, infrastructure, and site preparation activities. Total capital investment in the Project is estimated to be \$19 million and the total cost of eligible activities is estimated to be \$2.39 million. The Project will improve the overall use of the Property by replacing a vacant industrial property with revitalized industrial space in the City of Jackson (the “**City**”), a qualified local government unit. The Project is expected to generate approximately 50 new full-time jobs.

2. BASIS OF ELIGIBILITY

The Property contains six parcels located at 769-811 East Washington Avenue, Jackson, Michigan which are legally described in Attachment A. A map of the Property and its location are included in Figure 1 to this Brownfield Plan. A map identifying each parcel of the Property is included in Figure 2 and a proposed site plan for the Project is included in Figure 3 to this Brownfield Plan. New personal property added to the Property as part of the Project is included in this Brownfield Plan to the extent it is taxable.

Subsurface investigation results of the Property identified contaminants above Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) at Parcels 1, 2, 3 and 6. Specifically, one or more of those parcels contains elevated concentrations of benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, fluoranthene, phenanthrene, arsenic, mercury, selenium, and/or silver in the soil that exceed EGLE's GRCC. Therefore, Parcels 1, 2, 3 and 6 are considered Eligible Property because they have been determined to be a “facility” as defined by Part 201 of Michigan Natural Resources and Environmental Protection Act (NREPA) (P.A. 451 of 1994, as amended). Parcels 4 and 5 are adjacent to, and contiguous with, the parcels identified as “facilities” and the improvements on Parcels 4 and 5 are anticipated to increase the value of the remaining parcels. Therefore, the entire Property is Eligible Property. See Figure 1 for a map of the Property and Figure 2 for a map identifying the parcels included in the Property.

3. INFORMATION REQUIRED BY SECTION 13(2) OF THE ACT

A. A description of costs intended to be paid for with tax increment revenues. (MCL 125.2663(2)(a))

Objectiv will seek tax increment financing (“**TIF**”) from available local taxes for eligible activities at the Property and available school operating taxes and state education tax millage for

eligible pre-approved environmental activities at the Property. Eligible activities will include preapproved baseline environmental assessment activities, department specific activities (i.e. due care and additional response activities), demolition, site preparation, infrastructure improvements, an administrative fee, and preparation and development of a brownfield plan. The table below presents estimated costs of the eligible activities for the Project that qualify for TIF reimbursement.

ELIGIBLE ACTIVITIES	
TASK	COST ESTIMATE
Department Specific Activities	
1. Pre-approved Baseline Environmental Assessment Activities	\$ 45,500
2. Due Care Activities	\$ 120,000
3. Additional Response Activities	\$ 34,500
<i>Department Specific Activities Subtotal</i>	\$ 200,000
Non-Environmental Activities	
4. Demolition	\$ 104,600
5. Site Preparation	\$ 1,726,449
6. Infrastructure Improvements	\$ 326,402
<i>Non-Environmental Activities Subtotal</i>	\$ 2,157,451
Eligible Activity Subtotal	\$ 2,357,451
7. Administrative Fee	\$2,500
8. Brownfield Plan Preparation and Development	\$ 30,000
TOTAL	\$ 2,389,951

B. A brief summary of the eligible activities that are proposed for each eligible property. (MCL 125.2663(2)(b))

"**Eligible Activities**" are defined in Act 381 of 1996, as amended (the "**Act**") as meaning one or more of the following: (i) department specific activities; (ii) reasonable cost of developing and preparing brownfield plans, combined brownfield plans, and work plans; (iii) demolition of structures that is not response activity; and (iv) lead, asbestos, or mold abatement. In addition, in qualified local governmental units such as the City of Jackson, the Act includes the following additional activities under the definition of Eligible Activities: (A) infrastructure improvements that directly benefit eligible property; and (B) site preparation that is not a response activity. The cost of eligible activities is estimated in the table above and includes the following:

- i. Preapproved Baseline Environmental Assessment Activities. Baseline environmental assessment (BEA) activities were conducted on the Property, including a Phase I Environmental Site Assessment (ESA), a Phase II ESA, and a BEA. Additionally, sampling activities, the preparation of a Due Care Plan, and the legal fees incurred in the planning and preparation of a due care response are included in the overall costs in order to properly address site contamination, prevent or mitigate unacceptable exposure, and eliminate the potential for exacerbation.
- ii. Due Care Activities. Due Care activities are expected to include costs associated with the preparation of a Documentation of Due Care Compliance, handling of contaminated soils, and the creation of a lined detention pond. Due Care costs will also include environmental oversight and management during the course of the due care activities.
- iii. Additional Response Activities. Additional response activities are expected to include the on-site management of contaminated soils and may include other response activities necessary to properly address issues that arise during the course of construction.
- iv. Demolition. Demolition activities are expected to include the demolition of the existing residential structures and other existing site improvements on the Property to prepare the Property for redevelopment. Costs will include oversight and management.
- v. Site Preparation. Site preparation activities are expected to include site design and engineering, permits, surveying, removal and on-site relocation of existing peat unsuitable for construction, the import, compaction, and levelling of engineered fill, installation of Geogrid, dewatering, mass grading and grubbing, removal and disposal of trash and other existing debris, relocation of existing utilities, a temporary construction road and construction facility, erosion control, and associated oversight and management.
- vi. Infrastructure Improvements. Infrastructure improvements are expected include the design and construction of an on-site storm water management system, including a detention basin. Costs will include oversight, management, and engineering costs associated with the activities.
- vii. Administrative Fee. The administrative fee paid to the City of Jackson Brownfield Redevelopment Authority for the administration of this Brownfield Plan and the Project.
- viii. Brownfield Plan Preparation and Development. Costs incurred to prepare and develop this Brownfield Plan, as required under the Act.

- C. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCL 125.2663(2)(c))**

An estimate of real property tax capture for tax increment financing is attached as Table 1.

- D. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCL 125.2663(2)(d))**

Objectiv will initially pay for the cost of the Eligible Activities included in this Brownfield Plan and they will seek reimbursement through available local tax increment revenue during the term of the Brownfield Plan.

- E. The maximum amount of the note or bonded indebtedness to be incurred, if any. (MCL 125.2663(2)(e))**

Bonds will not be issued for the Project.

- F. The proposed beginning date and duration of capture of tax increment revenues, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCL 125.2663(2)(f) and MCL 125.2663b(16))**

The duration of the Brownfield Plan for the Project is estimated to be 23 years. It is estimated that redevelopment of the Property will be completed by the end of 2021 and that it will take up to 18 years to recapture the Eligible Activities through local tax increment revenues, plus up to five years of capture for the Local Brownfield Revolving Fund (the "LBRF"), if available. Therefore, the first year of tax increment capture will be 2022 and the Brownfield Plan will remain in place until Objectiv is fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration provided for in MCL 125.2663. The Authority intends to capture funds for the LBRF with tax increment revenue capture, if available.

- G. An estimate of the future tax revenues of all taxing jurisdictions in which the Property is located to be generated during the term of the Plan. (MCL 125.2663(2)(g))**

An estimate of real property tax capture is attached as Table 1.

- H. A legal description of each parcel of eligible property to which the Plan applies, a map showing the locations and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property**

and a statement of whether personal property is included as part of the eligible property. (MCL 125.2663(2)(h))

- i. See legal descriptions of the Property in Attachment A, a map of the Property in Figure 1, and a map identifying each parcel of the Property in Figure 2.
- ii. Eligible Property Status. The Property is an Eligible Property because the parcels located therein are either considered a "facility" as defined by Part 201 of NREPA because contaminants are present on the Property above EGLE Part 201 GRCC or are adjacent or contiguous with such parcels.
- iv. Personal Property. New personal property added to the Property is included as part of the Eligible Property to the extent it is taxable.

I. An estimate of the number of persons residing on each eligible property to which the Plan applies and the number of families and individuals to be displaced, if any. (MCL 125.2663(2)(i))

This Section is inapplicable to this site as there are no persons residing on the Property.

J. A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCL 125.2663(2)(j))

This Section is inapplicable to this site as there are no persons residing on the Property.

K. Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and other reimbursement of expenses, if any. (MCL 125.2663(2)(k))

This Section is inapplicable to this site as there are no persons residing on the Property.

L. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCLA 125.2663(2)(l))

This Section is inapplicable to this site as there are no persons residing on this Property.

M. Other material that the Authority or the City Council considers pertinent. (MCL 125.2663(2)(m))

The Project will significantly improve the overall use of the Property by replacing a vacant property with a light manufacturing facility. Additionally, the Project will result in an increase in long-term property tax and income tax revenues for the City of Jackson and State of Michigan and provide new employment opportunities to the community.

ATTACHMENT A

Legal Descriptions of the Property

Parcel 1: Parcel # 6-153300000 (part of) and 6-153700000

THAT PART OF LOTS 1 TO 10, INCLUSIVE, BLOCK 7, MORGAN ADDITION TO THE CITY OF JACKSON, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS, PAGE 19, LYING WEST OF THE NEW YORK CENTRAL RAILROAD RIGHT OF WAY; ALSO LOTS 6, 7, 8, 9, 10, AND 11, BLOCK 6, MORGAN ADDITION; AND, A PIECE OF LAND BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF MORGAN STREET OF MORGAN ADDITION WITH THE WESTERLY PROPERTY LINE OF NEW YORK CENTRAL RAILROAD COMPANY; THENCE WESTERLY 167 FEET MORE OR LESS TO THE EASTERLY LINE OF OSBORN STREET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID STREET, 188 FEET; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 160.83 FEET A DISTANCE OF 35 FEET MORE OR LESS TO THE CENTERLINE OF OSBORN STRRFT; THENCE NORTHERLY ALONG SAID CENTER LINE 224 FEET MORE OR LESS TO THE NORTHERLY LINE OF MORGAN STREET; THENCE EASTERLY 220 FEET MORE OR LESS TO THE WESTERLY RAILROAD RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG THE WESTERLY RAILROAD RIGHT OF WAY LINE 53 FEET TO THE POINT OF BEGINNING, EXCEPT MICHIGAN CENTRAL RAILROAD AND NEW YORK CENTRAL RAIL ROAD RIGHT OF WAY; and

LOTS 1 TO 23 INCLUSIVE, BLOCK 8, MORGAN ADDITION TO THE CITY OF JACKSON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 19. ALSO A PIECE OF LAND COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF MORGAN STREET WITH THE WESTERLY LINE OF WILL STREET; THENCE WESTERLY MEASURED ALONG THE NORTHERLY LINE OF MORGAN STREET 140 FEET MORE OR LESS TO THE WESTERLY PROPERTY LINE OF THE NEW YORK CENTRAL RAIL ROAD COMPANY; THENCE SOUTHWESTERLY ALONG SAID WESTERLY PROPERTY LINE 53 FEET MORE OR LESS TO THE SOUTHERLY LINE OF MORGAN STREET; THENCE EASTERLY ALONG THE SOUTHERLY STREET LINE 123 FEET MORE OR LESS TO THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG THE SOUTHEAST PROPERTY LINE 47 FEET MORE OR LESS TO THE WESTERLY LINE OF WILL STREET; THENCE NORTHERN 22 FEET MORE OR LESS TO THE BEGINNING, BEING A PART OF MORGAN STREET NOW VACATED.

Parcel 2: Parcel # 6-153800000

LOTS 2, 3, AND 4, BLOCK 9, MORGAN ADDITION TO THE CITY OF JACKSON, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS, PAGE 19, LYING NORTH OF THE RAILROAD RIGHT OF WAY; ALSO LOTS 5 THROUGH

37 INCLUSIVE, EXCLUDING THE RIGHT OF WAY ON LOTS 28, 30, AND 32, BLOCK 9, MORGAN ADDITION

Parcel 3: Parcel # 6-154200000 and 6-154300000 (part of)

THAT PORTION OF LOTS 6, 7, AND 8, BLOCK 10, MORGAN ADDITION TO THE CITY OF JACKSON, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS, PAGE 19, LYING NORTH OF AIRLINE RIGHT OF WAY; ALSO, ALL THAT PART OF VACATED PINE STREET LYING WEST OF LOTS 6 AND 8 BLOCK 10, MORGAN ADDITION; and

LOTS 9 TO 29, INCLUSIVE, LOTS 31 TO 33 INCLUSIVE, AND THE WEST 1/2 OF LOT 30, BOCK 10, MORGAN ADDITION TO THE CITY OF JACKSON, ACCORDING TO THE PLAT THEREOF, RECORDED IN LIBER 2 OF PLATS, PAGE 19, EXCEPT AIRLINE RIGHT OF WAY THROUGH LOTS 9 AND 10; ALSO, A PIECE OF LAND 50 FEET EAST AND WEST AND 600 FEET NORTH AND SOUTH ADJACENT TO LOTS 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 29 AND 33 ON THE WEST, FORMERLY PLATTED AS PINE STREET, NOW VACATED; ALSO, LOTS 13 TO 20 INCLUSIVE, LOT 22 AND THAT PART OF LOTS 10, 11, AND 12 LYING NORTH OF AIRLINE DRIVE RIGHT OF WAY; ALSO, LOT 24 EXCEPT A PIECE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF LOT 24, 8.4 FEET WESTERLY OF THE EAST LINE OF SAID LOT; THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF SAID LOT 36.5 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 102 DEGREES 0 MINUTES 18 SECONDS WITH THE LINE OF FIRST COURSE EXTENDED TO THE EAST LINE OF LOT 24; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT TO THE NORTHEAST CORNER OF LOT 24; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 24, 8.4 FEET TO THE POINT OF BEGINNING; ALSO, THAT PART OF VACATED BEECH STREET LYING WEST OF LOTS 12, 14, 16, 18, 20, 22, AND 24, BLOCK 11, MORGAN ADDITION.

Parcel 4: Parcel # 6-154600000

LOTS 21, 23, 25, AND 26, AND THE WEST 1/2 OF THE RIGHT OF WAY SHOWN ON THE PLAT AS WALNUT STREET, NOW VACATED, ABUTTING LOTS 21 AND 23, ALSO A PIECE OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 24, 8.40 FEET WEST OF EAST LINE OF SAID LOT; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 36.50 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 102 DEGREES 00 MINUTES 18 SECONDS WITH THE LINE OF THE FIRST COURSE EXTENDED TO THE EAST LINE OF LOT 24; THENCE NORTH ALONG THE EAST LINE OF LOT 24 TO THE NORTHEAST CORNER OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF LOT 24 8.40 FEET TO POINT OF BEGINNING, ALL IN BLOCK 11 THE MORGAN ADDITION

Parcel 5: Parcel # 6-15480000

LOT 28 BLK 11 THE MORGAN ADD

Parcel 6: Parcel # 6-154900000 (part of)

LOTS 11 TO 23 INCLUSIVE, BLOCK 12 MORGAN ADDITION TO THE CITY OF JACKSON, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS, PAGE 19, EXCEPT AIRLINE RIGHT OF WAY THROUGH LOTS 11, 12, AND 14, BLOCK 12; AND, A PIECE OF LAND 50 FEET EAST AND WEST AND 311.5 FEET NORTH AND SOUTH ADJACENT TO LOTS 14, 16, 18, 19, AND 23 ON THE WEST, FORMERLY PLATTED AS WALNUT STREET, NOW VACATED; ALSO, LOTS 11, 12, 13, 14, 15, 16, BLOCK 13 MORGAN ADDITION; AND, A PIECE OF LAND 50 FEET EAST AND WEST BY 180 FEET NORTH AND SOUTH ADJACENT TO LOTS 12 AND 16 ON THE WEST, FORMERLY PLATTED AS LOCUST STREET, NOW VACATED; ALSO, THE NORTH 29 FEET OF LOT 9 AND THE NORTH 29 FEET OF THE EAST 32 FEET OF LOT 10, BLOCK 13, MORGAN ADDITION.

FIGURE 1

Location and Map of Eligible Property



Figure 1

FIGURE 2

Identification of Eligible Property

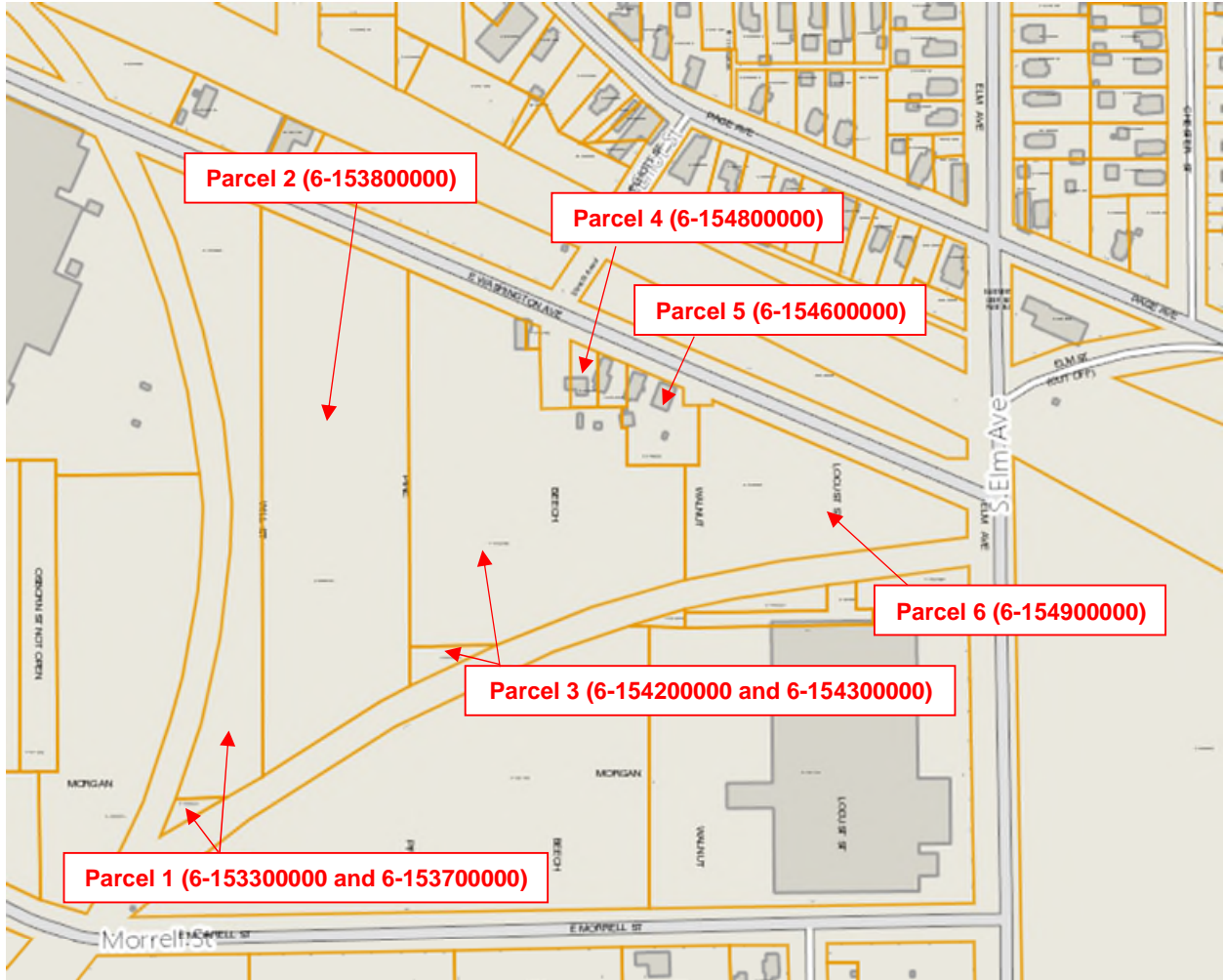


Figure 2

FIGURE 3
Proposed Site Plan

TABLE 1

TIF Table

TIF Table

OBJECTIV GROWTH
Tax Increment Revenue Capture Estimates
for East Washington, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate: 1.00%

Plan Year		1	2	3	4	5	6	7	8	9	10	
Calendar Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Base Taxable Value	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666
Estimated New TV	\$ 22,666	\$ 22,666	\$ 3,500,000	\$ 3,535,000	\$ 3,570,350	\$ 3,606,054	\$ 3,642,114	\$ 3,678,535	\$ 3,715,321	\$ 3,752,474	\$ 3,789,998	\$ 3,827,898
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ 3,477,334	\$ 3,512,334	\$ 3,547,684	\$ 3,583,388	\$ 3,619,448	\$ 3,655,869	\$ 3,692,655	\$ 3,729,808	\$ 3,767,332	\$ 3,805,232

School Capture	Millage Rate											
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ 20,864	\$ 21,074	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating	17.8920	\$ -	\$ -	\$ 62,216	\$ 62,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	23.8920	\$ -	\$ -	\$ 83,080	\$ 83,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Capture	Millage Rate											
City Operating	6.7158	\$ -	\$ -	\$ 23,353	\$ 23,588	\$ 23,826	\$ 24,065	\$ 24,307	\$ 24,552	\$ 24,799	\$ 25,049	\$ 25,301
City Public Improvements	1.9187	\$ -	\$ -	\$ 6,672	\$ 6,739	\$ 6,807	\$ 6,875	\$ 6,945	\$ 7,015	\$ 7,085	\$ 7,156	\$ 7,228
City Police/Fire	9.5100	\$ -	\$ -	\$ 33,069	\$ 33,402	\$ 33,738	\$ 34,078	\$ 34,421	\$ 34,767	\$ 35,117	\$ 35,470	\$ 35,827
Jackson College	1.1390	\$ -	\$ -	\$ 3,961	\$ 4,001	\$ 4,041	\$ 4,081	\$ 4,123	\$ 4,164	\$ 4,206	\$ 4,248	\$ 4,291
Jackson ISD Operating	0.1708	\$ -	\$ -	\$ 594	\$ 600	\$ 606	\$ 612	\$ 618	\$ 624	\$ 631	\$ 637	\$ 643
Jackson ISD Voc	1.0687	\$ -	\$ -	\$ 3,716	\$ 3,754	\$ 3,791	\$ 3,830	\$ 3,868	\$ 3,907	\$ 3,946	\$ 3,986	\$ 4,026
Jackson ISD Spec	2.3589	\$ -	\$ -	\$ 8,203	\$ 8,285	\$ 8,369	\$ 8,453	\$ 8,538	\$ 8,624	\$ 8,711	\$ 8,798	\$ 8,887
Jackson ISD SP12	0.7736	\$ -	\$ -	\$ 2,690	\$ 2,717	\$ 2,744	\$ 2,772	\$ 2,800	\$ 2,828	\$ 2,857	\$ 2,885	\$ 2,914
School Oper Pub Rec	0.4982	\$ -	\$ -	\$ 1,732	\$ 1,750	\$ 1,767	\$ 1,785	\$ 1,803	\$ 1,821	\$ 1,840	\$ 1,858	\$ 1,877
County Operating	5.0941	\$ -	\$ -	\$ 17,714	\$ 17,892	\$ 18,072	\$ 18,254	\$ 18,438	\$ 18,623	\$ 18,811	\$ 19,000	\$ 19,191
Med Care	0.2491	\$ -	\$ -	\$ 866	\$ 875	\$ 884	\$ 893	\$ 902	\$ 911	\$ 920	\$ 929	\$ 938
Jail	0.4827	\$ -	\$ -	\$ 1,679	\$ 1,695	\$ 1,712	\$ 1,730	\$ 1,747	\$ 1,765	\$ 1,782	\$ 1,800	\$ 1,818
Senior Services	0.6000	\$ -	\$ -	\$ 2,086	\$ 2,107	\$ 2,129	\$ 2,150	\$ 2,172	\$ 2,194	\$ 2,216	\$ 2,238	\$ 2,260
Lifeways	0.4975	\$ -	\$ -	\$ 1,730	\$ 1,747	\$ 1,765	\$ 1,783	\$ 1,801	\$ 1,819	\$ 1,837	\$ 1,856	\$ 1,874
County Parks	0.4982	\$ -	\$ -	\$ 1,732	\$ 1,750	\$ 1,767	\$ 1,785	\$ 1,803	\$ 1,821	\$ 1,840	\$ 1,858	\$ 1,877
Animal Control	1.2491	\$ -	\$ -	\$ 4,344	\$ 4,387	\$ 4,431	\$ 4,476	\$ 4,521	\$ 4,567	\$ 4,612	\$ 4,659	\$ 4,706
Library	1.7508	\$ -	\$ -	\$ 6,088	\$ 6,149	\$ 6,211	\$ 6,274	\$ 6,337	\$ 6,401	\$ 6,465	\$ 6,530	\$ 6,596
JTA	0.9995	\$ -	\$ -	\$ 3,476	\$ 3,511	\$ 3,546	\$ 3,582	\$ 3,618	\$ 3,654	\$ 3,691	\$ 3,728	\$ 3,765
Local Total	35.5747	\$ -	\$ -	\$ 123,705	\$ 124,950	\$ 126,208	\$ 127,478	\$ 128,761	\$ 130,056	\$ 131,365	\$ 132,687	\$ 134,022

Non-Capturable Millages	Millage Rate											
City Hall Debt	1.2500	\$ -	\$ -	\$ 4,347	\$ 4,390	\$ 4,435	\$ 4,479	\$ 4,524	\$ 4,570	\$ 4,616	\$ 4,662	\$ 4,709
School Debt 2004	2.4500	\$ -	\$ -	\$ 8,519	\$ 8,605	\$ 8,692	\$ 8,779	\$ 8,868	\$ 8,957	\$ 9,047	\$ 9,138	\$ 9,230
School Debt 2009	0.2500	\$ -	\$ -	\$ 869	\$ 878	\$ 887	\$ 896	\$ 905	\$ 914	\$ 923	\$ 932	\$ 942
School Debt 2018	3.5000	\$ -	\$ -	\$ 12,171	\$ 12,293	\$ 12,417	\$ 12,542	\$ 12,668	\$ 12,796	\$ 12,924	\$ 13,054	\$ 13,186
Total Non-Capturable Taxes	7.4500	\$ -	\$ -	\$ 25,906	\$ 26,167	\$ 26,430	\$ 26,696	\$ 26,965	\$ 27,236	\$ 27,510	\$ 27,787	\$ 28,067

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ - \$ 206,786 \$ 208,867 \$ 126,208 \$ 127,478 \$ 128,761 \$ 130,056 \$ 131,365 \$ 132,687 \$ 134,022 \$ 135,370

Footnotes:
Assumes new taxable value based on proposed build out,
plus 1% annual inflation increases thereafter
Assumes millage rate remains the same

OBJECTIV GROWTH
Tax Increment Revenue Capture Estimates
for East Washington, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Calendar Year	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Base Taxable Value	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666
Estimated New TV	\$ 3,866,177	\$ 3,904,839	\$ 3,943,888	\$ 3,983,326	\$ 4,023,160	\$ 4,063,391	\$ 4,104,025	\$ 4,145,066	\$ 4,186,516	\$ 4,228,381	\$ 4,270,665	\$ 4,313,372	\$ 4,356,506	\$ 4,400,071	\$ 4,444,071	\$ 4,488,512
Incremental Difference (New TV - Base TV)	\$ 3,843,511	\$ 3,882,173	\$ 3,921,222	\$ 3,960,660	\$ 4,000,494	\$ 4,040,725	\$ 4,081,359	\$ 4,122,400	\$ 4,163,850	\$ 4,205,715	\$ 4,247,999	\$ 4,290,706	\$ 4,333,840	\$ 4,377,405	\$ 4,421,405	\$ 4,465,846

School Capture	Millage Rate																
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating	17.8920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	23.8920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Capture	Millage Rate																
City Operating	6.7158	\$ 25,812	\$ 26,072	\$ 26,334	\$ 26,599	\$ 26,867	\$ 27,137	\$ 27,410	\$ 27,685	\$ 27,964	\$ 28,245	\$ 28,529	\$ 28,816	\$ 29,105	\$ 29,398	\$ 29,693	\$ 29,992
City Public Improvements	1.9187	\$ 7,375	\$ 7,449	\$ 7,524	\$ 7,599	\$ 7,676	\$ 7,753	\$ 7,831	\$ 7,910	\$ 7,989	\$ 8,070	\$ 8,151	\$ 8,233	\$ 8,315	\$ 8,399	\$ 8,483	\$ 8,569
City Police/Fire	9.5100	\$ 36,552	\$ 36,919	\$ 37,291	\$ 37,666	\$ 38,045	\$ 38,427	\$ 38,814	\$ 39,204	\$ 39,598	\$ 39,996	\$ 40,398	\$ 40,805	\$ 41,215	\$ 41,629	\$ 42,048	\$ 42,470
Jackson College	1.1390	\$ 4,378	\$ 4,422	\$ 4,466	\$ 4,511	\$ 4,557	\$ 4,602	\$ 4,649	\$ 4,695	\$ 4,743	\$ 4,790	\$ 4,838	\$ 4,887	\$ 4,936	\$ 4,986	\$ 5,036	\$ 5,087
Jackson ISD Operating	0.1708	\$ 656	\$ 663	\$ 670	\$ 676	\$ 683	\$ 690	\$ 697	\$ 704	\$ 711	\$ 718	\$ 726	\$ 733	\$ 740	\$ 748	\$ 755	\$ 763
Jackson ISD Voc	1.0687	\$ 4,108	\$ 4,149	\$ 4,191	\$ 4,233	\$ 4,275	\$ 4,318	\$ 4,362	\$ 4,406	\$ 4,450	\$ 4,495	\$ 4,540	\$ 4,585	\$ 4,632	\$ 4,678	\$ 4,725	\$ 4,773
Jackson ISD Spec	2.3589	\$ 9,066	\$ 9,158	\$ 9,250	\$ 9,343	\$ 9,437	\$ 9,532	\$ 9,628	\$ 9,724	\$ 9,822	\$ 9,921	\$ 10,021	\$ 10,121	\$ 10,223	\$ 10,326	\$ 10,430	\$ 10,534
Jackson ISD SP12	0.7736	\$ 2,973	\$ 3,003	\$ 3,033	\$ 3,064	\$ 3,095	\$ 3,126	\$ 3,157	\$ 3,189	\$ 3,221	\$ 3,254	\$ 3,286	\$ 3,319	\$ 3,353	\$ 3,386	\$ 3,420	\$ 3,455
School Oper Pub Rec	0.4982	\$ 1,915	\$ 1,934	\$ 1,954	\$ 1,973	\$ 1,993	\$ 2,013	\$ 2,033	\$ 2,054	\$ 2,074	\$ 2,095	\$ 2,116	\$ 2,138	\$ 2,159	\$ 2,181	\$ 2,203	\$ 2,225
County Operating	5.0941	\$ 19,579	\$ 19,776	\$ 19,975	\$ 20,176	\$ 20,379	\$ 20,584	\$ 20,791	\$ 21,000	\$ 21,211	\$ 21,424	\$ 21,640	\$ 21,857	\$ 22,077	\$ 22,299	\$ 22,523	\$ 22,749
Med Care	0.2491	\$ 957	\$ 967	\$ 977	\$ 987	\$ 997	\$ 1,007	\$ 1,017	\$ 1,027	\$ 1,037	\$ 1,048	\$ 1,058	\$ 1,069	\$ 1,080	\$ 1,090	\$ 1,101	\$ 1,112
Jail	0.4827	\$ 1,855	\$ 1,874	\$ 1,893	\$ 1,912	\$ 1,931	\$ 1,950	\$ 1,970	\$ 1,990	\$ 2,010	\$ 2,030	\$ 2,051	\$ 2,071	\$ 2,092	\$ 2,113	\$ 2,134	\$ 2,156
Senior Services	0.6000	\$ 2,306	\$ 2,329	\$ 2,353	\$ 2,376	\$ 2,400	\$ 2,424	\$ 2,449	\$ 2,473	\$ 2,498	\$ 2,523	\$ 2,549	\$ 2,574	\$ 2,600	\$ 2,626	\$ 2,653	\$ 2,680
Lifeways	0.4975	\$ 1,912	\$ 1,931	\$ 1,951	\$ 1,970	\$ 1,990	\$ 2,010	\$ 2,030	\$ 2,051	\$ 2,072	\$ 2,092	\$ 2,113	\$ 2,135	\$ 2,156	\$ 2,178	\$ 2,200	\$ 2,222
County Parks	0.4982	\$ 1,915	\$ 1,934	\$ 1,954	\$ 1,973	\$ 1,993	\$ 2,013	\$ 2,033	\$ 2,054	\$ 2,074	\$ 2,095	\$ 2,116	\$ 2,138	\$ 2,159	\$ 2,181	\$ 2,203	\$ 2,225
Animal Control	1.2491	\$ 4,801	\$ 4,849	\$ 4,898	\$ 4,947	\$ 4,997	\$ 5,047	\$ 5,098	\$ 5,149	\$ 5,201	\$ 5,253	\$ 5,306	\$ 5,360	\$ 5,413	\$ 5,468	\$ 5,523	\$ 5,578
Library	1.7508	\$ 6,729	\$ 6,797	\$ 6,865	\$ 6,934	\$ 7,004	\$ 7,075	\$ 7,146	\$ 7,217	\$ 7,290	\$ 7,363	\$ 7,437	\$ 7,512	\$ 7,588	\$ 7,664	\$ 7,741	\$ 7,819
JTA	0.9995	\$ 3,842	\$ 3,880	\$ 3,919	\$ 3,959	\$ 3,998	\$ 4,039	\$ 4,079	\$ 4,120	\$ 4,162	\$ 4,204	\$ 4,246	\$ 4,289	\$ 4,332	\$ 4,375	\$ 4,419	\$ 4,464
Local Total	35.5747	\$ 136,732	\$ 138,107	\$ 139,496	\$ 140,899	\$ 142,316	\$ 143,748	\$ 145,193	\$ 146,653	\$ 148,128	\$ 149,617	\$ 151,121	\$ 152,641	\$ 154,175	\$ 155,725	\$ 157,290	\$ 158,871

Non-Capturable Millages	Millage Rate																
City Hall Debt	1.2500	\$ 4,804	\$ 4,853	\$ 4,902	\$ 4,951	\$ 5,001	\$ 5,051	\$ 5,102	\$ 5,153	\$ 5,205	\$ 5,257	\$ 5,310	\$ 5,363	\$ 5,417	\$ 5,472	\$ 5,527	\$ 5,582
School Debt 2004	2.4500	\$ 9,417	\$ 9,511	\$ 9,607	\$ 9,704	\$ 9,801	\$ 9,900	\$ 9,999	\$ 10,100	\$ 10,201	\$ 10,304	\$ 10,408	\$ 10,512	\$ 10,618	\$ 10,725	\$ 10,832	\$ 10,941
School Debt 2009	0.2500	\$ 961	\$ 971	\$ 980	\$ 990	\$ 1,000	\$ 1,010	\$ 1,020	\$ 1,031	\$ 1,041	\$ 1,051	\$ 1,062	\$ 1,073	\$ 1,083	\$ 1,094	\$ 1,105	\$ 1,116
School Debt 2018	3.5000	\$ 13,452	\$ 13,588	\$ 13,724	\$ 13,862	\$ 14,002	\$ 14,143	\$ 14,285	\$ 14,428	\$ 14,573	\$ 14,720	\$ 14,868	\$ 15,017	\$ 15,168	\$ 15,321	\$ 15,475	\$ 15,630
Total Non-Capturable Taxes	7.4500	\$ 28,634	\$ 28,922	\$ 29,213	\$ 29,507	\$ 29,804	\$ 30,103	\$ 30,406	\$ 30,712	\$ 31,021	\$ 31,333	\$ 31,648	\$ 31,966	\$ 32,287	\$ 32,612	\$ 32,939	\$ 33,271

Total Tax Increment Revenue (TIR) Available for Capture \$ 136,732 \$ 138,107 \$ 139,496 \$ 140,899 \$ 142,316 \$ 143,748 \$ 145,193 \$ 146,653 \$ 148,128 \$ 149,617 \$ 151,121 \$ 152,641 \$ 154,175 \$ 155,725 \$ 157,290 \$ 158,871

Footnotes:
Assumes new taxable value based on proposed build out,
plus 1% annual inflation increases thereafter
Assumes millage rate remains the same

OBJECTIV GROWTH
Tax Increment Revenue Capture Estimates
for East Washington, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	27	28	29	30	TOTAL
Calendar Year	2048	2049	2050	2051	
Base Taxable Value	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666	\$ 22,666
Estimated New TV	\$ 4,533,397	\$ 4,578,731	\$ 4,624,518	\$ 4,670,764	\$ 4,313,372
Incremental Difference (New TV - Base TV)	\$ 4,510,731	\$ 4,556,065	\$ 4,601,852	\$ 4,648,098	\$ 4,290,706

School Capture	Millage Rate						
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,938
School Operating	17.8920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,059
School Total	23.8920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,059

Local Capture	Millage Rate						
City Operating	6.7158	\$ 30,293	\$ 30,598	\$ 30,905	\$ 31,216	\$ 31,521	\$ 813,063
City Public Improvements	1.9187	\$ 8,655	\$ 8,742	\$ 8,830	\$ 8,918	\$ 9,006	\$ 232,292
City Police/Fire	9.5100	\$ 42,897	\$ 43,328	\$ 43,764	\$ 44,203	\$ 44,641	\$ 1,151,349
Jackson College	1.1390	\$ 5,138	\$ 5,189	\$ 5,242	\$ 5,294	\$ 5,346	\$ 137,895
Jackson ISD Operating	0.1708	\$ 770	\$ 778	\$ 786	\$ 794	\$ 802	\$ 20,678
Jackson ISD Voc	1.0687	\$ 4,821	\$ 4,869	\$ 4,918	\$ 4,967	\$ 5,015	\$ 129,384
Jackson ISD Spec	2.3589	\$ 10,640	\$ 10,747	\$ 10,855	\$ 10,964	\$ 11,072	\$ 285,585
Jackson ISD SP12	0.7736	\$ 3,490	\$ 3,525	\$ 3,560	\$ 3,596	\$ 3,631	\$ 93,658
School Oper Pub Rec	0.4982	\$ 2,247	\$ 2,270	\$ 2,293	\$ 2,316	\$ 2,339	\$ 60,316
County Operating	5.0941	\$ 22,978	\$ 23,209	\$ 23,442	\$ 23,678	\$ 23,914	\$ 616,728
Med Care	0.2491	\$ 1,124	\$ 1,135	\$ 1,146	\$ 1,158	\$ 1,169	\$ 30,158
Jail	0.4827	\$ 2,177	\$ 2,199	\$ 2,221	\$ 2,244	\$ 2,266	\$ 58,439
Senior Services	0.6000	\$ 2,706	\$ 2,734	\$ 2,761	\$ 2,789	\$ 2,817	\$ 72,640
Lifeways	0.4975	\$ 2,244	\$ 2,267	\$ 2,289	\$ 2,312	\$ 2,335	\$ 60,231
County Parks	0.4982	\$ 2,247	\$ 2,270	\$ 2,293	\$ 2,316	\$ 2,339	\$ 60,316
Animal Control	1.2491	\$ 5,634	\$ 5,691	\$ 5,748	\$ 5,806	\$ 5,863	\$ 151,225
Library	1.7508	\$ 7,897	\$ 7,977	\$ 8,057	\$ 8,138	\$ 8,218	\$ 211,964
JTA	0.9995	\$ 4,508	\$ 4,554	\$ 4,600	\$ 4,646	\$ 4,692	\$ 121,007
Local Total	35.5747	\$ 160,468	\$ 162,081	\$ 163,710	\$ 165,355	\$ 167,000	\$ 4,306,927

Non-Capturable Millages	Millage Rate						
City Hall Debt	1.2500	\$ 5,638	\$ 5,695	\$ 5,752	\$ 5,810	\$ 5,867	\$ 151,334
School Debt 2004	2.4500	\$ 11,051	\$ 11,162	\$ 11,275	\$ 11,388	\$ 11,501	\$ 296,614
School Debt 2009	0.2500	\$ 1,128	\$ 1,139	\$ 1,150	\$ 1,162	\$ 1,173	\$ 30,267
School Debt 2018	3.5000	\$ 15,788	\$ 15,946	\$ 16,106	\$ 16,268	\$ 16,429	\$ 423,735
Total Non-Capturable Taxes	7.4500	\$ 33,605	\$ 33,943	\$ 34,284	\$ 34,628	\$ 34,971	\$ 901,950

Total Tax Increment Revenue (TIR) Available for Capture \$ 160,468 \$ 162,081 \$ 163,710 \$ 165,355 \$ 4,431,986

Footnotes:
Assumes new taxable value based on proposed build out,
plus 1% annual inflation increases thereafter
Assumes millage rate remains the same

OBJECTIV GROWTH
Tax Increment Financing Reimbursement Table
for East Washington, Jackson, Michigan

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ 45,500		\$ 45,500
Local	100.0%	\$ -	\$ 2,344,451	\$ 2,344,451
TOTAL		\$ 45,500	\$ 2,344,451	\$ 2,389,951
EGLE	1.9%	\$ 45,500	\$ -	\$ 45,500
MSF	98.1%	\$ -	\$ 2,344,451	\$ 2,344,451

Estimated Total Years of Plan: 23

Estimated Capture	\$ 3,350,425
Administrative Fees	\$ 2,500
State Revolving Fund	\$ 20,969
LBRF	\$ 801,182

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total State Incremental Revenue	\$ -	\$ 83,080	\$ 83,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ (10,432)	\$ (10,537)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement	\$ -	\$ 72,648	\$ 73,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue	\$ -	\$ 123,705	\$ 124,950	\$ 126,208	\$ 127,478	\$ 128,761	\$ 130,056	\$ 131,365	\$ 132,687	\$ 134,022	\$ 135,370	\$ 136,732
Local TIR Available for Reimbursement	\$ -	\$ 123,705	\$ 124,950	\$ 126,208	\$ 127,478	\$ 128,761	\$ 130,056	\$ 131,365	\$ 132,687	\$ 134,022	\$ 135,370	\$ 136,732
Total State & Local TIR Available	\$ -	\$ 196,354	\$ 198,330	\$ 126,208	\$ 127,478	\$ 128,761	\$ 130,056	\$ 131,365	\$ 132,687	\$ 134,022	\$ 135,370	\$ 136,732

DEVELOPER	Beginning Balance	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
DEVELOPER Reimbursement Balance	\$ 2,389,951	\$ 2,389,951	\$ 2,220,746	\$ 2,095,796	\$ 1,969,588	\$ 1,842,110	\$ 1,713,349	\$ 1,583,293	\$ 1,451,928	\$ 1,319,241	\$ 1,185,219	\$ 1,049,849	\$ 913,117

MSF Non-Environmental Costs	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total MSF Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EGLE Environmental Costs	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
State Tax Reimbursement	\$ 45,500	\$ 45,500	\$ 45,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total EGLE Reimbursement Balance	\$ 45,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Only Costs	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Local Tax Reimbursement	\$ 2,344,451	\$ 2,344,451	\$ 2,344,451	\$ 2,220,746	\$ 2,095,796	\$ 1,969,588	\$ 1,842,110	\$ 1,713,349	\$ 1,583,293	\$ 1,451,928	\$ 1,319,241	\$ 1,185,219
Total Local Only Reimbursement Balance	\$ 2,344,451	\$ 2,220,746	\$ 2,095,796	\$ 1,969,588	\$ 1,842,110	\$ 1,713,349	\$ 1,583,293	\$ 1,451,928	\$ 1,319,241	\$ 1,185,219	\$ 1,049,849	\$ 913,117

Total Annual Developer Reimbursement	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
	\$ -	\$ 169,205	\$ 124,950	\$ 126,208	\$ 127,478	\$ 128,761	\$ 130,056	\$ 131,365	\$ 132,687	\$ 134,022	\$ 135,370	\$ 136,732

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
State Tax Capture	\$ -	\$ 27,148	\$ 18,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ 27,148	\$ 18,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed.
 May be taken from EGLE & Local TIR only.

Footnotes:
 (1) Assumes taxable value increases based on proposed build out, plus 1% annual increases for inflation thereafter. 2021 is the first year of TIF Capture.
 (2) Assumes Millage Rates remain constant.

OBJECTIV GROWTH
Tax Increment Financing Reimbursement Table
for East Washington, Jackson, Michigan

	12	13	14	15	16	17	18	19	20	21	22	23	TOTAL	
	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044		
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,997	
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (20,969)	
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,028	
Total Local Incremental Revenue	\$ 138,107	\$ 139,496	\$ 140,899	\$ 142,316	\$ 143,748	\$ 145,193	\$ 146,653	\$ 148,128	\$ 149,617	\$ 151,121	\$ 152,641	\$ 154,175	\$ 3,183,428	
Local TIR Available for Reimbursement	\$ 138,107	\$ 139,496	\$ 140,899	\$ 142,316	\$ 143,748	\$ 145,193	\$ 146,653	\$ 148,128	\$ 149,617	\$ 151,121	\$ 152,641	\$ 154,175	\$ 3,183,428	
Total State & Local TIR Available	\$ 138,107	\$ 139,496	\$ 140,899	\$ 142,316	\$ 143,748	\$ 145,193	\$ 146,653	\$ 148,128	\$ 149,617	\$ 151,121	\$ 152,641	\$ 154,175	\$ 3,329,456	
DEVELOPER														
DEVELOPER Reimbursement Balance	\$ 775,010	\$ 635,514	\$ 494,615	\$ 352,298	\$ 208,551	\$ 63,358	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ -	
MSF Non-Environmental Costs														
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total MSF Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
EGLE Environmental Costs														
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,500	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Only Costs														
Local Tax Reimbursement	\$ 138,107	\$ 139,496	\$ 140,899	\$ 142,316	\$ 143,748	\$ 145,193	\$ 63,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,344,451	
Total Local Only Reimbursement Balance	\$ 775,010	\$ 635,514	\$ 494,615	\$ 352,298	\$ 208,551	\$ 63,358	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ -	
Total Annual Developer Reimbursement	\$ 138,107	\$ 139,496	\$ 140,899	\$ 142,316	\$ 143,748	\$ 145,193	\$ 63,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,389,951	
LOCAL BROWNFIELD REVOLVING FUND														
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,128	\$ 149,617	\$ 151,121	\$ 152,641	\$ 154,175	\$ 801,182
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,500	
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,128	\$ 149,617	\$ 151,121	\$ 152,641	\$ 154,175	
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,128	\$ 149,617	\$ 151,121	\$ 152,641	\$ 154,175	\$ 801,182

* Up to five years of capture for LBRF Deposits
 May be taken from EGLE & Local TIR only.

Footnotes:

(1) Assumes taxable value increases based on p
 increases for inflation thereafter. 2021 is the fi

(2) Assumes Millage Rates remain constant.

CITY OF JACKSON, JACKSON COUNTY

MICHIGAN

RESOLUTION IN SUPPORT OF A BROWNFIELD PLAN PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

June 8th, 2021

At a regular meeting of the City Council of Jackson, Michigan, held in the Council Chambers within the City Hall, 161 West Michigan Avenue, Jackson, Michigan, on the _____ day of June, 2021 at 6:30 p.m.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City Council of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, seeks approval by the City Council of Jackson, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of industrial property located at 769-811 East Washington Avenue in the City of Jackson, Jackson County, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the City Council of Jackson has reviewed the Plan, and was provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, as a result of the review of the Plan the City Council of Jackson concurs with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support.** Pursuant to the authority vested in the City Council of Jackson, by the Act, the Plan is hereby supported in the form attached to this Resolution.

2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions of parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of Jackson at a regular meeting held on the ____ day of June, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature
this ____ day of June, 2021.

Andrea Muray

City Clerk

Derek J. Dobies

Mayor

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made on _____, 2021, by and between the CITY OF JACKSON, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the “**City**”), the CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the “**Authority**”), and OBJECTIV E. Washington LLC, a Florida limited liability company, whose address is 630 George Bush Blvd., Delray Beach, Florida 33483 (the “**Developer**”).

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, (“**Act 381**”), the Authority recommended adoption of a brownfield plan (the “**Brownfield Plan**”) on May 12, 2021, to add property located at 769-811 East Washington Avenue, Jackson, Michigan (the “**Property**”).

B. The Developer owns the Property, which is included in the Brownfield Plan as an “eligible property” because it is a “facility,” as defined by Part 201 of the Natural Resources and Environmental Protection Act (“**Part 201**”) and adjacent or contiguous to the “facility.” The Developer is not a liable party, under Part 201, for the contamination on the Property.

C. The Developer intends to conduct eligible activities on the Property in order to address environmental and brownfield conditions and redevelop the site by constructing a 71,000 square foot industrial building and site improvements (the “**Project**”). The Project will include environmental assessment activities, due care

activities, additional response activities, demolition, site preparation, infrastructure improvements, brownfield plan/work plan preparation (the “**Eligible Activities**”), all as described in the Brownfield Plan and eligible for reimbursement under Act 381. The total cost of Eligible Activities is \$2,389,951 (the “**Total Eligible Brownfield TIF Costs**”).

D. Act 381 permits the Authority to capture and use the school tax (where applicable) and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an “eligible property” under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the “eligible property” (the “**Brownfield TIF Revenue**”).

E. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer or others for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse the Developer or their assigns for the cost of its Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property. The amount reimbursed to the Developer or their assigns for the Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs. The cost of Eligible Activities conducted by Developer prior to the approval of the Brownfield Plan by the Authority, which are included in the Total Eligible Brownfield TIF Costs, are eligible for reimbursement from the Brownfield TIF Revenue collected from the Property.

The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities for the term set forth in section 4, below. Reimbursement payments shall be made on an annual basis as incremental local and school taxes are captured and available.

2. Capture of Taxes.

During the term of this Agreement, the Authority shall capture all available Brownfield TIF Revenue from the Property as allowed under the Plan and use those revenues as provided in this Agreement.

3. Reimbursement Process.

(a) Developer shall submit to the Authority a “Request for Cost Reimbursement” of Eligible Activities paid for by the Developer on or before twelve (12) months after an unconditional certificate of occupancy has been issued for the Project. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Eligible Activities within sixty (60) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement as set forth in paragraph 1 of this Agreement. The Developer shall cooperate with the Authority’s review by providing information and documentation to supplement the Request for Cost

Reimbursement which may be reasonably requested by the Authority during its sixty (60) day review period. If the Authority determines that the requested costs are deemed ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for rejection within the Authority's sixty (60) day review period. The Developer shall then have forty-five (45) days to provide supplemental information or documents to the Authority demonstrating that the costs are eligible for reimbursement. A meeting of the Authority Board will be scheduled to render a final decision of the Authority on the reimbursement request.

(c) The Authority shall send all payments to the Developer or their assigns by U.S. mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to Developer's bank account. Developer may change the address by providing written notice sent by U.S. mail to the Authority.

(d) Payments to the Developer will be made from available Brownfield TIF Revenue. If a partial payment is made by the Authority because of insufficient Brownfield TIF Revenue, the Authority shall make additional payments toward the remaining amount in subsequent fiscal years upon receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to Developer or their assigns or the end of the Term (defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any other source of revenue but may do so at its sole discretion.

(e) The Authority may charge an Administrative Expense on an annual basis for its actual cost of administering the Plan. The Administrative Expense will be paid for from Brownfield TIF Revenue on an annual or semi-annual basis prior to making

payments to the Developer, or their assigns, from the remaining available Brownfield TIF Revenue. This fee, if administered, will not exceed an annual amount of \$1,000.

4. Term of Agreement.

The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities until such time as the Developer is fully reimbursed for the Eligible Activities set forth in the Brownfield Plan and approved in accordance with section 3, above (the “**Term**”). If the Brownfield TIF Revenue ends before all of the Developer’s Eligible Activities have been fully reimbursed, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority’s behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when

the final determination is made on the appeal. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

If the Developer appeals any tax assessment, the Authority shall place available Brownfield TIF Revenues in escrow and will dispense the appropriate Brownfield TIF Revenues upon final adjudication of the appeal by a court of competent jurisdiction.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or eligible activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment

of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, “affiliate” means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by such Developer, (b) owns or controls such Developer or (c) is under common ownership or control with such Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

9. Promotion and Marketing.

Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

10. Cooperation.

Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies.

11. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

12. Non-Waiver.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

15. Counterparts.

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

16. Binding Effect.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

CITY OF JACKSON

By: _____

Its: _____

CITY OF JACKSON BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____

Its: _____

OBJECTIV E. Washington LLC

By: _____

Its: _____

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: June 8, 2021
SUBJECT: **Recommendation to Approve the Second Extension of the 2017 Bridge Consulting Services Contract**

Recommendation:

Approval of the second extension of the 2017 Bridge Consulting Services Contract with Great Lakes Engineering of Lansing, Michigan in the amount of \$18,056.00, 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 H. Dowling, City Engineer, recommending a second extension of the 2017 Bridge Consulting Services Contract.

I recommend approval of the extension 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: June 8, 2021

RECOMMENDATION: Approval of the second extension of the 2017 Bridge Consulting Services Contract with Great Lakes Engineering of Lansing, Michigan in the amount of \$18,056.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On June 13, 2017, City Council approved the award of the 2017 Bridge Consulting Services Contract to Great Lakes Engineering of Lansing Michigan in the amount of \$17,020.00. This was a two-year contract with two 2-year renewals with unit prices multiplied by a factor of 1.03 per renewal. On May 28, 2019, City Council approved the first renewal of the contract.

BUDGETARY CONSIDERATIONS

Engineering is requesting that the second extension be approved in the amount of \$18,056.00. This amount will cover the costs for inspection of all City bridges and anticipated load rating and maintenance consultation for the next two years. This will be paid for out of Major Street Funds.

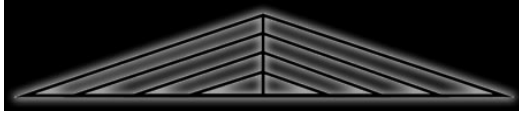
HISTORY, BACKGROUND and DISCUSSION

The City of Jackson owns 15 bridges open to vehicle traffic of which 12 need bi-annual and 3 need annual inspection as required by the Michigan Department of Transportation. The City also owns two pedestrian bridges and culverts at three locations on which we have bi-annual inspections performed. Engineering retains a consultant on a two-year contract with two 2-year renewals contingent upon approval by both parties. Attached is correspondence from Great Lakes Engineering acknowledging the extension.

POSITIONS

In concurrence with the Purchasing Agent, it is Engineering's recommendation that the second extension of the 2017 Bridge Consulting Services contract with Great Lakes Engineering of Lansing, Michigan, in the amount of \$18,056.00 be approved, and the Mayor and City Clerk be authorized to execute the appropriate document(s).

ATTACHMENT



GREAT LAKES ENGINEERING GROUP, LLC

May 27, 2021

Mr. Jon Dowling, P.E.
City of Jackson - Engineering
161 W. Michigan Avenue
Jackson, MI 49201

RE: Bridge Consulting Services – Contract Renewal for RFQP 17/002; Great Lakes Engineering Group, LLC;
GLEG Project No: 1017-2-466

Dear Mr. Dowling:

Our current contract for bridge safety inspections and engineering services will expire on June 12, 2021. We will renew our contract with you with a 3% multiplier for the unit price. So, the original contract was \$17,530 and the renewed contract amount is \$18,056.

If you have any questions, please contact me at your convenience. Thank you for your business.

Sincerely,

GREAT LAKES ENGINEERING GROUP, LLC

Amy Trahey
President

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: June 8, 2021
SUBJECT: Resolution to amend the CDBG budgets for fiscal years 2019/2020 and 2020/2021 for Rehabilitation Administration activities.

Recommendation:

Approve the resolution to amend the Community Development Block Grant (CDBG) budgets for fiscal years 2019/2020 and 2020/2021 to budget excess program income received in fiscal year 2019/2020 to the fiscal year 2020/2021 Rehabilitation Administration activities.

Attached is a memorandum from Shane LaPorte, Director of the Department of Neighborhood & Economic Development, requesting City Council to reallocate excess program income received in fiscal year 2019/2020 to fiscal year 20/20/2021 for Rehabilitation Administration Expenses.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood & Economic Operations

DATE: June 8, 2020

RECOMMENDATION: Approve the resolution to amend the CDBG budgets for fiscal years 2019/2020 and 2020/2021 to budget excess program income received in fiscal year 2019/2020 to the fiscal year 2020/2021 Rehabilitation Administration activities.

SUMMARY

Approve the resolution to amend the Community Development Block Grant (CDBG) budgets for fiscal years 2019/2020 and 2020/2021 to budget excess program income received in fiscal year 2019/2020 to the fiscal year 2020/2021 Rehabilitation Administration activities.

BUDGETARY CONSIDERATIONS

Request to reallocate \$52,696 of excess program income received in fiscal year 2019/2020 and increase the budget in fiscal year 2020/2021 for Rehabilitation Administration Activities:

Staff has identified excess program income received in fiscal year 2019/2020 from Deferred Loan Repayments and Code Enforcement Income to support this request.

HISTORY, BACKGROUND and DISCUSSION

Rehabilitation Administration

The City of Jackson is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program.

In anticipation of the upcoming retirement of the City's Grant Coordinator, a staff member was added in March 2021 to receive thorough training about grant administration and to assume all responsibilities related to continue the delivery of emergency hazard and major component assistance that remain from the current fiscal year. However, rehabilitation administration funds are needed to continue that work.

CDBG has unused program income of \$52,696 from fiscal year 2019/20 which will be used to support the duties related to carrying out housing rehabilitation activities for 2020/2021.

POSITIONS

Requested action is for City Council to approve the resolution to amend the CDBG budgets for fiscal years 2019/2020 and 2020/2021 to cover rehabilitation administration.

ATTACHMENTS

- Resolution

City of Jackson, Michigan
Resolution to Amend the Fiscal Years
2019/2020 (Year 45), and 2020/2021 (Year 46) CDBG Budgets

WHEREAS, the U.S. Department of Housing and Urban Development approved the Community Development Block Grant (CDBG) activities for fiscal year 2019/2020 (Year 45) and 2020/2021 (Year 46); and

WHEREAS, in Year 45, receipts from program income exceeded budgeted revenue; and

WHEREAS, the City Council desires to appropriate the excess program income from Year 45 to be made available for use in Year 46 for Rehabilitation Administration.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby amends the subject budgets as follows:

<u>Account #</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Increase (Decrease)</u>
Entitlement Year 45 (2019/2020)				
286-000-045-664.000	Interest Income	750	571	(179)
286-000-045-688.003	Code Enforcement Fees	0	12,336	12,336
286-000-045-688.012	Other Program Income	500	0	(500)
286-000-045-691.003	Deferred Loans	53,950	94,989	41,039
286-743-045-965.046	Contribution to Year 46	123,028	175,724	52,696
Entitlement Year 46 (2020/2021)				
286-000-046-695.045	Contribution from Year 45	123,028	175,724	52,696
286-748-046-701.000	Rehabilitation Admin - Salaries	25,550	78,246	52,696

* * * * *

STATE OF MICHIGAN }
} ss.
County 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 8th day of June, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 9th day of June, 2021.

By: _____
Andrea Muray City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: June 8, 2021
SUBJECT: **Approval of a Resolution to amend the General Fund and Major Street Fund budgets for the 2020/21 fiscal year**

Recommendation:

Approval of a Budget Resolution amending the General Fund and Major Street Fund budgets for fiscal year 2020/21.

Attached is a memo from Heather Ehnis, Assistant Finance Director, regarding the budget amendment requests.

I recommend your approval of this Resolution. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, Interim City Manager

FROM: Heather Ehnis, Assistant Finance Director

DATE: June 8, 2021

RECOMMENDATION: Approval of the Resolution to amend the fiscal year 2020/21 General Fund and Major Street Fund budgets

SUMMARY

The revenue and Unallocated activity in the General Fund and Street & Bridge Construction and Traffic Services activities in the Major Street Fund require a budget resolution to amend the fiscal year 2020/21 budgeted revenue and expenditures.

BUDGETARY CONSIDERATIONS

This is an amendment to the fiscal year 2020/21 budget to increase revenue and expenditures. Funding for the increased expenditures is supported by current year revenue.

HISTORY, BACKGROUND and DISCUSSION

City Council previously approved the budgets for fiscal year 2020/21. The budgets require an amendment to reflect increased expenditures to remain in compliance with the Adopted Budget and the State Budget Act.

Each year when the May financial statements are available, budgets for the current fiscal year are reviewed to determine if estimated expenditures will exceed budgeted amounts. As the current fiscal year budget is amended annually in May by City Council through the budget process and resolution, it is not possible to include any necessary adjustments found during this review in that resolution.

DISCUSSION OF THE ISSUE

GENERAL FUND REVENUE

The City received an additional \$1,150,451 under the Coronavirus Relief Local Government Grant (CRLGG) and were inadvertently omitted from the amended fiscal year 2020/21 budget. The use of these funds was intended to reimburse the City for public safety payroll expenses whose services were substantially dedicated to mitigating or responding to the COVID-19 public health emergency. An increase to General Fund revenue for this oversight is requested.

UNALLOCATED EXPENDITURES

Additional funds in the amount of \$33,250 are necessary to replace aging electrical cabinets located in the downtown area of the City. The Department of Public Works requests a budget amendment for these additional funds to mitigate this safety concern as soon as possible and avoid a deficit in the Unallocated activity at the end of the fiscal year.

MAJOR STREET FUND – STREET & BRIDGE CONSTRUCTION

The Street & Bridge Construction activity incurred additional contractual engineering expenditures for the replacement and upgrades to aging traffic signals at various intersections in the City (additional \$100,000), in addition to the increasing rise of material costs (additional \$50,000). The Department of Public Works requests a budget amendment in the amount of \$150,000 to avoid a deficit in this activity at the end of the fiscal year.

MAJOR STREET FUND – TRAFFIC SERVICES

Expenditures are expected to exceed currently budgeted amounts in the Traffic Services activity. The increase was due to increased contractual services for additional repairs and maintenance to the aging traffic signals and tree trimming to clear traffic signals throughout the City (additional \$60,000), as well as the increasing costs of materials (additional \$30,000). The Department of Public Works is requesting a total budget amendment of \$90,000 to avoid a deficit in this activity at the end of the fiscal year.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City adopted the amended 2020/21 Budget on May 25, 2021; and

WHEREAS, revenue from the Coronavirus Relief Local Government Grant was omitted from the General Fund fiscal year 2020/21 budget; and

WHEREAS, the Public Works department anticipates expenditures to exceed amounts currently budgeted in the General Fund and Major Street Fund for fiscal year 2020/21; and

WHEREAS, sufficient funds exist in the General Fund and Major Street Fund to offset the increased expenditures;

NOW, THEREFORE, BE IT RESOLVED, that the fiscal year 2020/21 budget be amended as follows:

GENERAL FUND

	Increase	Decrease
REVENUES:		
101-000-000-528.574 Other Federal Grants - CRLGG	\$ 1,150,451	
101-000-000-699.000 Appropriation from General Fund		\$ 1,117,201
	\$ 1,150,451	\$ 1,117,201
EXPENDITURES:		
101-278-000-880.000 Community Promotion	33,250	
	\$ 33,250	\$ -

MAJOR STREET FUND

REVENUES:		
202-000-000-569.000 ACT 51 Gas & Weight Tax	\$ 85,000	
202-000-000-699.000 Appropriation from Major Street Fund		155,000
	\$ 240,000	\$ -
EXPENDITURES:		
202-451-000-782.000 Materials	50,000	
202-451-000-818.000 Contractual Services	100,000	
202-474-000-782.000 Materials	30,000	
202-474-000-818.000 Contractual Services	60,000	
	\$ 240,000	\$ -

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 by the Jackson City Council on June 8, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 9th day of June, 2021.

City Clerk



Finance Department

161 W. Michigan Avenue - Jackson, MI 49201-1303
Telephone: (517) 788-4030 — Facsimile: (866) 763-7956

May 27, 2021

TO: Heather Ehnis, Assistant Finance Director
FROM: Phil Hones, Finance Director
RE: FY 2020/21 PROJECTED BUDGET REVISION

The City has received funds under the **CRLGG (Coronavirus Relief Local Government Grant)** Program beginning in September 2020. Funds received under this program are intended to reimburse the City for payroll expenses for public safety, whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

These funds were inadvertently omitted from the initial budget as contained in the City Manager's Proposed Budget and should be included now as a revision to that Proposed Budget, which was adopted May 25th.

The account number and amount of the proposed revision is as follows:

General Fund

Revenues:

101-000-000-528.574 Other Federal Grants - CRLGG	\$ 1,150,451
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Please let me know if you have any questions.

MEMO TO: Heather Ehnis, Assistant Finance Director
FROM: Chandra Willinger, Public Works/Utilities Fiscal Supervisor *cpw*
CC: Philip Hones, Finance Director
DATE: May 26, 2021
SUBJECT: 2020/21 Community Promotion Budget Fund 101-278


In the spring of 2021 a thorough inspection of the electrical cabinets located in the Downtown area was completed by Engineering. The findings of the inspection has brought to the forefront that the cabinets have begun to rust substantially and show signs of deterioration. The cabinets were originally installed in the early 2000's making the age of the cabinets approximately 20 years old.

As these cabinets house the electrical needs for the tree lighting throughout downtown, decorative lighting and the 50amp/30amp/15amp power sources used for special events, for safety concerns it has been decided to replace the six electrical cabinets as soon as possible. The material cost to replace the six electrical cabinets including the protective bollards is \$14,500 with the installation cost estimated at \$18,750 for a total cost of \$33,250.

As the discussion and planning for the replacement of the electrical cabinets occurred after the Community Promotion budget was finalized and approved, we are requesting to increase the Fiscal Year 2020/21 Projected Budget for 101-278-000-880.000 by \$33,250, for a total 2020/21 Projected Budget of \$78,250.

Your consideration is appreciated.

MEMO TO: Heather Ehnis, Assistant Finance Director

FROM: Chandra Willinger, Public Works/Utilities Fiscal Supervisor 

CC: Philip Hones, Finance Director

DATE: May 28, 2021

SUBJECT: 2020/21 Major Street Traffic Services Fund 202-474

Upon review of the May financial statements the Major Street Traffic Services Fund expenditures are expected to exceed the approved budget for fiscal year 2020/21 by an estimated \$90,000. There are multiple causes for the increase in expenditures, the first being the additional contractual services for the additional repairs and maintenance to the aging traffic signals and the tree trimming to clear the traffic signals of site distance issues at many intersections throughout the City.

The remaining cause of the increase in expenditures is the rising cost of materials. This fund is used to purchase decorative street light inventory, these materials are then allocated to street projects and other various development projects as the materials are used. The rising cost of decorative street light materials lead to an unexpected increase in expenses. There were also upgrades to the sign making equipment including new software and a new 48" film cutter to make signage for installation throughout the City.

As these expenditures were not included in the approved Major Street Traffic Services Fund Budget, we are requesting to increase the fiscal year 2020/21 Budget for 202-474-000-818.000 Contractual Services by \$60,000 and the 202-474-000-782.000 Materials by \$30,000, for a total increase to the Major Street Traffic Services Fund 2020/21 Budget of \$90,000.

Your consideration is appreciated.

MEMO TO: Heather Ehnis, Assistant Finance Director

FROM: Chandra Willinger, Public Works/Utilities Fiscal Supervisor *CW*

CC: Philip Hones, Finance Director

DATE: May 28, 2021

SUBJECT: 2020/21 Major Street & Bridge Construction Fund 202-451

Upon review of the May financial statements the Major Street & Bridge Construction Fund expenditures are expected to exceed the approved budget for fiscal year 2020/21 by an estimated \$150,000. There are multiple causes for the increase in expenditures, the first being the additional contractual engineering needed for the planning and design for the replacement and upgrades to the aging traffic signals at the intersections of West Ave & Morrell, Ganson & Elm, Greenwood Ave & Fourth St and Fourth St & Prospect.

The remaining cause of the increase in expenditures is the rise in material costs. This was due to the purchase and installation LED pedestrian signage for the Kibby Rd Trail crossing, LED stop signage for the intersection of Franklin St & Wisner St and the increase costs of decorative street lighting materials used on major street projects. These expenses were not originally included in the 2020/21 budget.

As these expenditures were not included in the approved Major Street & Bridge Construction Fund Budget, we are requesting to increase the fiscal year 2020/21 Budget for 202-451-000-818.000 Contractual Services by \$100,000 and the 202-451-000-782.000 Materials by \$50,000, for a total increase to the Major Street & Bridge Construction Fund 2020/21 Budget of \$150,000.

Your consideration is appreciated.



MEMO TO: Honorable Mayor and City Councilmembers
FROM: Jacqueline Austin, Chairperson; Cory Mays, Executive Director
DATE: June 8, 2021
SUBJECT: Downtown Development Authority Budget, Fiscal Year 2021 – 2022

Recommendation: Approve the Downtown Development Authority 2021-2022 budget.

Attached are memos from Cory Mays regarding the Jackson Downtown Development Authority budget for the fiscal year 2021-2022.

I recommend approval of the Downtown Development Authority’s budget for the fiscal year 2021-2022. Your consideration and concurrence is appreciated.

JA; CM



DEPARTMENTAL REPORT

MEMO TO: Jacqueline Austin, Chair of the Downtown Development Authority Board of Directors; Jonathan Greene, City Manager of the City of Jackson

FROM: Cory Mays, Executive Director, Downtown Development Authority

DATE: June 8, 2021

RECOMMENDATION: **Approve the Downtown Development Authority Budget for the fiscal year 2021-2022**

SUMMARY

The DDA Budget for fiscal year 2021-2022 is attached for your consideration. Per MCL 125.1678 section 28, "Budget; cost of handling and auditing funds," Downtown Development Authorities must have their budgets approved by the municipalities' governing body (City Council).

DISCUSSION OF THE ISSUE

The DDA Board began working on its budget in February 2021. It reflects the policy preferences and priorities for next year. The DDA arrived at this budget through careful consideration and input from staff and its committees. DDA Committees are comprised of both DDA Board members and the public. They, with the Board, are a true representation of our constituency and therefore represent a fair indication of the needs of Downtown Jackson and how the DDA can use its resources to positively impact the downtown. This budget proposal was unanimously approved at the May 13, 2021 DDA board meeting.

POSITION

I recommend approval of the Downtown Development Authority's Fiscal Year 2021-2022 budget.

ATTACHMENTS: Downtown Development Authority budget for fiscal year 2021-2022

Jackson Downtown Development Authority

2021-2022 Budget

	2020-2021	2021-2022
	Budget	Proposed Budget
Revenue		
Property Taxes	90,000.00	91,000.00
Administrative Fees	2,000.00	2,000.00
Improvement Programs	0.00	5,780.16
Interest	500.00	390.00
General Contributions	0.00	65,000.00
Cruise Nights	7,750.00	7,000.00
Christmas Parade	2,200.00	4,400.00
Summer Events	7,500.00	6,400.00
Eve on the Ave	5,000.00	2,500.00
Holiday DDA Day	1,000.00	3,500.00
Summer Planting	1,800.00	1,000.00
Gift Certificates	7,500.00	20,000.00
Farmers Market - Senior Project Fresh	900.00	750.00
Farmers Market - WIC Project Fresh	1,980.00	1,700.00
Farmers Market - Vendor Fees	6,390.00	6,500.00
Farmers Market Electronic Activity	9,000.00	15,000.00
Business Loan Principal Payment	0.00	0.00
Refunds & Rebates -- Workers Comp.	0.00	0.00
Refunds & Rebates -- Healthcare	0.00	0.00
Miscellaneous	0.00	0.00
Gross Revenues	\$ 143,520.00	\$ 232,920.16
Expenses		
Personal Services:		
Termination Pay	0.00	0.00
Salaries & Wages	54,500.00	56,135.00
Wages - Temporary	6,000.00	10,536.00
Unemployment	18.00	12.50
Employers FICA (.0765)	4,284.00	4,745.75
Retirement - Contractual	0.00	0.00
Health Insurance	6,224.00	6,575.00
Workers Compensation	36.00	38.00
Other Fringe Benefits	1,000.00	1,877.07
Total Personal Services	72,062.00	79,919.32
Material and Supplies:		
Office Supplies	650.00	650.00
Program Supplies	0.00	5,000.00
Prog. Supp. - Cruise Nights	5,450.00	5,200.00
Prog. Supp. - Christmas Parade	2,200.00	4,400.00
Prog. Supp. - Summer Events	4,500.00	5,300.00
Prog. Supp. - Eve on the Ave	2,500.00	4,000.00
Prog. Supp. - Holiday DDA Day	1,000.00	4,500.00
Prog. Supp. - Summer Planting	4,500.00	3,150.00
Prog. Supp. - FM - Senior Project Fresh	810.00	750.00

Prog. Supp. - FM - WIC Project Fresh	1,170.00	1,700.00
Prog. Supp. - Farmers Market	2,250.00	1,400.00
Prog. Supp. - Marketing Campaign (Sm. Bus. Sat.)	900.00	1,500.00
Prog. Supp. - Farmers Mkt Electronic Act.	11,700.00	15,000.00
Prog. Supp. - Gus Macker Sponsorship	1,875.00	2,000.00
Prog. Supp. - Bright Walls Mural Project	2,500.00	2,500.00
Special Projects - Gift Certificates	7,060.00	15,000.00
Special Projects - DDA - Website	1,500.00	1,500.00
Prog. Supp. - Façade Loan Program		57,000.00
Prog. Supp. - Sign Improve. Pro.	5,000.00	2,500.00
Prog. Supp. - Misc.	250.00	4,500.00
Total Material and Supplies	55,815.00	137,550.00
Contractual and Other:		
Contractual Services	5,000.00	5,505.00
Publications	0.00	0.00
Telephone	900.00	1,200.00
Photocopying	100.00	0.00
Banking Costs - EPAY	540.00	560.00
Auto Allowance	600.00	600.00
Residency Allowance	1,800.00	1,800.00
Education & Training	2,500.00	2,200.00
Membership & Dues	1,200.00	1,200.00
Office Equipment	200.00	200.00
Outreach & Support	0.00	2,000.00
Purchase Card Clearing	0.00	0.00
Total Contractual and Other:	12,840.00	15,265.00
Total Expenses	\$ 140,717.00	\$ 232,734.32
Net Income	\$ 2,803.00	\$ 185.84

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: June 8, 2021
SUBJECT: Second Reading and Adoption of Ordinance No. 2021-02

Recommendation:

Adopt Ordinance No. 2021-02 amending Chapter 14 to provide for property registration exemptions for immediate family members of a non-owner occupied dwelling; to establish a three-year registration and certificate of compliance cycle commencing in 2022; and to provide for rent abatement consistent with the provisions of the Michigan Housing Code.

Attached is Ordinance No. 2021-02. Ordinance No. 2021-02 was considered for approval and moved to a 2nd reading by the Council at the May 25, 2021 City Council meeting.

Your consideration and concurrence is appreciated.

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 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.

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.

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 14, ARTICLE I, NON-OWNER OCCUPIED RESIDENTIAL PROPERTY REGISTRY, SECTIONS 14-5, 14-9, 14-18, 14-42 and 14-42.1 TO PROVIDE FOR PROPERTY REGISTRATION EXEMPTIONS FOR IMMEDIATE FAMILY MEMBERS OF A NON-OWNER OCCUPIED DWELLING; TO ESTABLISH A THREE-YEAR REGISTRATION AND CERTIFICATE OF COMPLIANCE CYCLE COMMENCING IN 2022; AND TO PROVIDE FOR RENT ABATEMENT CONSISTENT WITH THE PROVISIONS OF THE MICHIGAN HOUSING CODE.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The purpose of this Ordinance is to regulate the cycle for non-owner occupied property registration and certificates of compliance; property registration exemptions; and rental abatement for non-compliance consistent with the Michigan Housing Code.

Section 2. That Chapter 14, Article I, Non-Owner Occupied Residential Property Registry, sections 14-5, 14-9, 14-18, 14-42 and 14-42.1 of the City of Jackson Code of Ordinances be amended to read as follows:

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 re-inspection 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 re-inspection 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 re-inspection and proof of compliance, the order shall be rescinded and the suspended certificate reinstated or a new certificate issued.

Section 3. Effective date.

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

The foregoing Ordinance 2021-02 was adopted by the Jackson City Council on the 8th day of June, 2021 and a summary was published on June 13, 2021.

Andrea Muray, City Clerk

Derek J. Dobies, Mayor

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: June 8, 2021
SUBJECT: Second Reading and Adoption of Ordinance No. 2021-03

Recommendation:

Adopt Ordinance No. 2021-03 amending the Foreclosed, Vacant, and Abandoned Residential Property Registry Sections 14-400 through 14-420 of Chapter 14, Jackson Code of Ordinances.

Attached is Ordinance No. 2021-03. Ordinance No. 2021-03 was considered for approval and moved to a 2nd reading by the Council at the May 25, 2021 City Council meeting.

Your consideration and concurrence is appreciated.

**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.

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE CITY OF JACKSON, MICHIGAN TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES, ARTICLE VI, FORECLOSED, VACANT AND ABANDONED RESIDENTIAL PROPERTY REGISTRY SECTIONS 14-400 THROUGH 14-420, INCLUSIVE, TO PROVIDE THAT THE FORECLOSED, VACANT AND ABANDONED RESIDENTIAL PROPERTY REGISTRY APPLY TO ALL SUCH PROPERTIES WITHIN THE CITY, WHETHER RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose. The purpose of this Ordinance is to amend the foreclosed, vacant and abandoned residential property registry in order that the ordinance provisions apply to all foreclosed, vacant and abandoned properties, including commercial and industrial properties within the City.

Section 2. That Chapter 14, Article VI, Foreclosed, Vacant and Abandoned Residential Property Registry, Sections 14-400 through 14-420, inclusive, of the City Code be amended to read as follows:

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.

Section 3. Effective date.

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

The foregoing Ordinance 2021-03 was adopted by the Jackson City Council on the 8th day of June, 2021 and a summary was published on June 13, 2021.

Andrea Muray, City Clerk

Derek J. Dobies, Mayor

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: June 8, 2021
SUBJECT: Second Reading and Adoption of Ordinance No. 2021-04

Recommendation:

Adopt Ordinance No. 2021-04 amending Sections 5-1 through 5-4 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 and to provide a penalty for unregistered contractors.

Attached is Ordinance No. 2021-04. Ordinance No. 2021-04 was considered for approval and moved to a 2nd reading by the Council at the May 25, 2021 City Council meeting.

Your consideration and concurrence is appreciated.

ORDINANCE NO. 2021-__

An Ordinance of the City of Jackson, Michigan amending Sections 5-1 through 5-4 of Article I of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan by adding new sections 5-3, 5-4, and 5-6 to ensure contractors doing work in the City are properly identified and to provide a penalty for unregistered contractors.

Section 1. Purpose.

The purpose of this Ordinance is to ensure contractors doing work in the City are properly identified and that unregistered contractors within the City may have their license registration suspended.

Section 2. That Chapter 5, Buildings and Building Regulations, Article I of the City of Jackson Code of Ordinances be amended to add new sections 5-3, 5-4, and 5-6.

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, signage on said motor vehicles that is sufficient to reasonably identify to the contractor to the public and those persons who seek services from such licensed contractor. 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.

ORDINANCE NO. 2021-04

An Ordinance of the City of Jackson, Michigan amending Sections 5-1 through 5-4 of Article I of Chapter 5 of the Code of Ordinances of the City of Jackson, Michigan by adding new sections 5-3, 5-4, and 5-6 to ensure contractors doing work in the City are properly identified and to provide a penalty for unregistered contractors.

Section 1. Purpose.

The purpose of this Ordinance is to ensure contractors doing work in the City are properly identified and that unregistered contractors within the City may have their license registration suspended.

Section 2. That Chapter 5, Buildings and Building Regulations, Article I of the City of Jackson Code of Ordinances be amended to add new sections 5-3, 5-4, and 5-6.

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, signage on said motor vehicles that is sufficient to reasonably identify to the contractor to the public and those persons who seek services from such licensed contractor..

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. 5-5. - 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. 5-7. - 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. 5-8—5-25. - Reserved.

Section 3. Effective date.

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

The foregoing Ordinance 2021-04 was adopted by the Jackson City Council on the 8th day of June, 2021 and a summary was published on June 13, 2021.

Andrea Muray, City Clerk

Derek J. Dobies, Mayor

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 8, 2021

SUBJECT: Approve the sale of City Owned property located at 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster

Recommendation: Approve the sale of City owned property located at 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster. 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: June 8, 2021

RECOMMENDATION: Approve the sale of City owned property located at 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster, 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 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster.

HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between Brandon J. Riordan, Kirsten I. Schoster and the City of Jackson. Mr. Riordan and Ms. Schoster are under a purchase agreement for the adjoining car wash, parcel #6-081700000 at 2103 E. Michigan Avenue and would like to purchase the vacant lot at 2101 E. Michigan Avenue to increase the size of their parcel. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

If Brandon J. Riordan and Kirsten I. Schoster 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 2101 E. Michigan Avenue to Brandon J. Riordan and Kirsten I. Schoster.

ATTACHMENTS

- 2101 E. Michigan 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 Brandon Joseph Riordan and Kirsten Inga Schoster, whose address is 20012 Longridge Court, Northville, MI 48167 and referred to as "Developer" ("Developer"),

WITNESSETH:

WHEREAS, the City is the owner of real property in City of Jackson commonly known as 2101 E. Michigan Avenue, Jackson, Michigan 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 is under purchase agreement to purchase 2103 E. Michigan Avenue, which they will operate as a commercial car wash; and

WHEREAS, Developer desires to purchase the Property from the City to enhance the property surrounding the car wash; and

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

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

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

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

1. **RECITALS.** The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.
2. **TRANSFER OF PROPERTY.** Upon execution of the Development Agreement by Developer and the City, and the Developer paying the City the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.
3. **COMBINING LOTS.** Developer agrees to combine 2101 E. Michigan Avenue with their adjoining parcel at 2103 E. Michigan Avenue into a single parcel through the City of Jackson Assessor's Office procedure before making any repairs identified in Exhibit B. Should Developer purchase the adjoining parcel 6-080200000, it shall be included in the lot Combination.
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: Brandon J. Riordan
Kirsten I. Schoster
20012 Longridge Ct.
Northville, MI 48167

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

By: _____
Brandon J. Riordan

By: _____
Kirsten I. Schoster

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me in Jackson County, Michigan this _____ day of _____, 2021 by Brandon J. Riordan and Kirsten I. Schoster.

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:

COM AT INTERS OF S LN OF MICHIGAN AVE WITH E LN OF DWIGHT ST TH S 127 FT TH E 24 FT TH N PARA WITH E LN OF DWIGHT ST TO S LN OF MICHIGAN AVE TH WLY ALG SLY LN OF MICHIGAN AVE TO BEG NE 1/4 SW 1/4 SEC 36 T2S R1W

Commonly known as: 2101 E. MICHIGAN AVENUE, JACKSON, MI 49203

Parcel/Tax ID#: 6-081600000

EXHIBIT B- LIST OF IMPROVEMENTS

Property: 2101 E. Michigan 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 **Brandon J. Riordan and Kirsten I. Schoster**, whose address is 20012 Longridge Ct. Northville, MI 48167 (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 2101 E. Michigan Avenue (the Property), together with all improvements and appurtenances, now on the Property, with Buyer to pay THREE HUNDRED SIXTY TWO (\$362.50) and 50/100 Dollars (the Purchase Price) , subject to building and use restrictions and easements, if any, and zoning ordinances, if any, on the following conditions:

1. EVIDENCE OF TITLE

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

2. TITLE OBJECTIONS

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

3. EARNEST MONEY DEPOSIT

No earnest money deposit shall be required from the Buyer.

4. TAXES AND PRORATED ITEMS

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

5. IMPROVEMENTS

The property is vacant land.

6. CLOSING

Closing shall take place at the office of the City Attorney on or after June 8, 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:

If to Seller:

City of Jackson
Attn: City Manager
161 W Michigan Ave
Jackson, MI 49201

With a Copy to:

City of Jackson
Attn: City Attorney
161 W. Michigan Ave
Jackson, MI 49201

If to Buyer:

Brandon J. Riordan
Kirsten I. Schoster
20012 Longridge Court
Northville, MI 48167

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: Brandon J. Riordan
Kirsten I. Schoster

Seller: City of Jackson

Brandon J. Riordan

Dated: _____

Jonathan Greene
City Manager

Dated: _____

Kirsten I. Schoster

Dated: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

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

COM AT INTERS OF S LN OF MICHIGAN AVE WITH E LN OF
DWIGHT ST TH S 127 FT TH E 24 FT TH N PARA WITH E LN OF
DWIGHT ST TO S LN OF MICHIGAN AVE TH WLY ALG SLY LN OF
MICHIGAN AVE TO BEG NE 1/4 SW 1/4 SEC 36 T2S R1W

Commonly known as: 2101 E. MICHIGAN AVENUE, JACKSON, MI
49203

Parcel/Tax ID#: 6-081600000

EXHIBIT B

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

(See Attached)

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
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- **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.

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- 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,

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.

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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



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.

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- 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.

Vice President: Rodney E. Fry

Date 4-30-21

From: cmaher@mpmca.org <cmaher@mpmca.org>
Sent: Monday, May 24, 2021 4:01 PM
Subject: Responsible Contractor Ordinance - City of Jackson

City of Jackson Representatives,

We are writing this letter in support of an adoption of a Responsible Contractor Ordinance for the City of Jackson. MPMCA is a statewide Plumbing & Mechanical Contractor Association in Michigan.

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, and workforce development instead of simply granting the project to the company with the lowest bid.

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- **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.

Cynthia Maher, CAE

Executive Director



Michigan Plumbing & Mechanical

Contractors Association

PO Box 13100

Lansing, MI 48901

P: (517) 484-5500

F: (517) 484-5225

www.mpmca.org

cmaher@mpmca.org

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 8th, 2021

SUBJECT: Approve the sale of City owned property located at 160 W Prospect St, for \$35,000.

Recommendation: Approve the sale of City owned property located at 160 W Prospect St , for \$35,000 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: June 8th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 160 W Prospect St, for \$35,000.

SUMMARY

The City of Jackson owns real property located at 160 W Prospect St. This property was placed on the MLS by Real Estate Agent Rich Cook. On May 23th, 2021 an offer of \$35,000 was submitted to purchase the property. According to the offer to purchase, closing date is set to take place on or before June 14th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees \$9,189.90. Sale price \$35,000. Revenue generated \$25,810.11. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 160 W Prospect St 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 23th, 2021 the Sellers Agent Richard Cook received an offer to purchase 160 W Prospect St from the Buyer's Agent Mariah LeRolland-Wagner of Keller Williams Realty for the amount of \$35,000. Should Council agree to accept the bid amount, the closing is set on or before June 14th, 2021.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.

160 W. Prospect

PIN# 4-168600000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Residential Building Information
Year Built: 1915 **Bedrooms:** 2
Square Feet: 934 **3 Pc Baths:** 1
 2 Pc Baths: 0

Sales Price	\$	35,000.00
Est. Project Cost *	\$	9,189.90
Net Sale	\$	25,810.11

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	2.00	\$ 96.68
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 1 - 2019)	\$ 2,451.43	\$ 2,451.43	\$ -
Open Receivables CR171940 Verified in Building.net 6.4.21	\$ 1,386.12	\$ -	\$ 1,386.12
Open Utility 2019 Account# 220592900	\$ 8.97	\$ -	\$ 8.97
Open DPW Invoices/Misc Receivables 2017 Account# 1700020362 (\$111.25)	\$ -	\$ -	\$ -
Net Real Estate Fees est.	\$ 3,013.00	\$ -	\$ 3,013.00
Subtotal Additional Cost	\$ 7,789.90	\$ 2,881.81	\$ 4,908.09

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 9,189.90	\$ 2,881.81	\$ 6,308.09



Seller's Broker ERA REARDON REALTY, L.L.C
Phone 517-782-2996
Broker's license #
Seller's agent Rich Cook
Phone 517-474-7424
Email cook087@msn.com
Agent's license #

Buyer's Broker Keller Williams Realty Ann Arbor
Phone 734-995-9400
Broker's license # 6505294733
Buyer's agent Mariah LeRolland-Wagner
Phone 7349959400
Email mariaherollandwagner@kw.com
Agent's license #

1. Seller and Buyer acknowledge receipt of the State of Michigan "Disclosure Regarding Real Estate Agency Relationships."

2. Property, Parties, Dates: For the property known as 160 W Prospect, Jackson, MI 49203
this offer is dated 05/23/2021, and is between:

Seller City of Jackson
Address
Buyer Malcolm Bambling & Mariah LeRolland-Wagner and/or assigns
Address PO Box 8325, Ann Arbor, MI 48107

The contract date will be the date of final acceptance, as stated in paragraph 41. Whenever a number of days is specified in this contract, the number is calendar days.

3. Conveyance: Seller agrees to sell and convey, subject to visible easements and encroachments, to easements and restrictive covenants of record and to the lien of taxes not yet due and payable at time of closing, and Buyer agrees to purchase, the property situated in the City of Jackson County of Jackson County, Michigan, as identified above. Legal description: LOT 20 BLK 6 HARMON'S ADD and as completely described in the title insurance commitment.

Tax ID # 4168600000

4. Sale price thirty-five thousand Dollars \$ 35000

5. Earnest Money Deposit (EMD): one thousand Dollars \$ 1000
EMD will be deposited in the escrow account of: Buyer's Broker Seller's Broker Title Company within two banking days after Broker has received notice that the offer to purchase has been accepted by all parties, until closing, at which time it will be credited to Buyer. Should this contract not close, the EMD will be handled as specified in R339.22313(6), Michigan Administrative Rules, Real Estate Brokers and Salesperson. A written agreement signed by Seller and Buyer will be required confirming that there is no dispute as to the disbursement of funds. If a dispute exists, the EMD will not be released without the written consent of both parties or a court order. If held under an escrow agreement, the EMD will be released in accordance with the terms of the escrow agreement.

6. Funds and Terms: New Mortgage Land Contract (see Land Contract Addendum) Cash. Buyer will pay the balance of the sale price, together with closing costs and escrow deposits, in collected funds at the time of closing. Buyer is responsible for the performance of Buyer's lender. Failure of Buyer's lender to have funds available for disbursement at the time of the scheduled closing may result in Buyer's default.

7. Fees: A transaction fee of \$ will be paid to Buyer's Broker by Buyer at closing.

8. Other: Purchaser is licensed real estate agent. Property will be purchased in assigned LLC.

9. Inclusions: This sale includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, garbage disposals, thermostats, ceiling fans, window treatments and hardware, wall-to-wall carpeting, attached shelving, owned water softeners, automatic garage door equipment and remotes, storm windows and doors, screens, awnings, antennas, TV brackets, as well as the following personal property, as seen, for which a bill of sale will be given. Seller and Buyer agree that the personal property conveyed through this contract has no monetary value.

BUYER'S INITIALS [] []

SELLER'S INITIALS [] []



RE: THE PROPERTY KNOWN AS: 333 W Cortland, Jackson, MI 49203
(STREET) (CITY) (ZIP)

10. Exclusions: Excluded from this contract are the following: _____

11. Property condition: Seller represents that all equipment and improvements are in working condition, with the exception of:

Unless otherwise agreed in writing, Seller will deliver and Buyer will accept the property in the same "as-is" condition as when this contract was written. Until possession is delivered, Seller agrees to maintain heating, well, septic, plumbing, electrical system, appliances, all inclusions as identified above, and other equipment in normal working order; to keep the roof watertight; to maintain the grounds; and to keep all essential utility services connected. If the property has been winterized, Seller will de-winterize prior to closing. Seller will remove all trash and debris from the property and leave the premises in broom-clean condition. Seller and Buyer agree that neither party has relied on any representation of Broker or Broker's agents concerning the fitness and condition of the property.

12. Limitations: Broker and Broker's agents assume no responsibility for the condition of the property nor for the performance of this contract by any or all parties. Seller and Buyer agree to hold Brokers and Broker's agents harmless in the performance of this contract unless there has been misrepresentation or fraud. All claims or lawsuits which either party may have against either Broker and Broker's agents relating to their services must be filed no more than one year after the date of closing. The parties waive any statute of limitations to the contrary.

13. Home Warranty: A one year home warranty from _____ to be provided at closing, paid by Seller Buyer at a cost not to exceed \$ _____

14. Casualty loss: Seller retains the risk of loss by fire, windstorm, or otherwise until delivery of the deed or land contract. If the property is destroyed or substantially damaged before closing, at Buyer's option, this contract may become null and void, or Buyer may accept the property and take an assignment of insurance proceeds as available. If Seller occupies the property after closing, Buyer will maintain hazard insurance on the property from the date of closing. Seller will not be required to pay for losses covered by Buyer's hazard insurance policy.

15. Assessments and Benefit Charges: All assessments, municipal, association, or otherwise, including future installments, that have been assessed against the property by the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property, assessed after the date of closing will be paid by Buyer. Any benefit charges against the property made by any governmental authority or utility company for installation or tap-in fees for utility services, water, sanitary sewer, storm sewer, gas, electric, telephone, and cable lines for which charges have been made, incurred or billed before the date of closing, will be paid by Seller. Charges incurred after closing will be paid by Buyer.

16. Seller has no knowledge of any pending assessments or benefit charges that have not been disclosed in writing to Buyer.

17. Metered Water and Sewer: 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 escrow agent. Seller will be responsible for any shortage. Funds remaining in escrow will be returned to the Seller following 180 days after closing.

18. Prorations: Rents, insurance, interest, and association fees, where applicable, are to be prorated as of the date of closing on a 30 day month, 360 day year basis. Seller represents that Seller has filed all required transfer affidavits disclosing the sale price to the local Assessor for previous transactions. If present on property, Buyer will reimburse Seller for fuel oil or propane left in the tank, verified by fuel company or gauge-reading prior to closing.

19. Transfer fees: Condominium/cooperative transfer fee, association fee or rush fees, will be paid by Seller Buyer.

20. Tax proration: Taxes will be prorated based on a 30 day month, 360 day year, as follows:
 Taxes will be prorated as if paid in advance, based on the due date of the taxing authority. (commonly used in Washtenaw, Lenawee, Livingston, Wayne and Oakland Counties and parts of Monroe County)
 Taxes will be prorated as if paid in arrears, based on the calendar year of the taxing authority. (commonly used in Jackson and Ingham Counties and parts of Monroe County)
 No tax proration will be paid. Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing.

BUYER'S INITIALS

SELLER'S INITIALS



RE: THE PROPERTY KNOWN AS: 333 W Cortland, Jackson, MI 49203
(STREET) (CITY) (ZIP)

21. **Walk-through:** Buyer has the right to walk through the property within forty eight hours prior to closing and at the surrender of possession by Seller.

22. **Form of Conveyance:** Seller agrees to grant and convey, as above required, by Warranty Deed Covenant, Trust or Fiduciary Deed Washtenaw County Bar Association form of Land Contract, a marketable title to the property. If the property is a cooperative, Seller will convey by stock transfer. Seller will pay transfer taxes when title passes. If the property is neither a condominium unit nor a platted lot, Seller will convey the right to make _____ land divisions.

23. **Closing:** Closing of this purchase to be on or before 06/14/2021

24. **Possession:** Possession will be given at closing, _____ days after closing or 06/14/2021

25. **Reimbursement to Buyer from Seller:** From the day of closing to the day of possession, Buyer agrees that Seller may occupy the property. To reimburse Buyer for estimated expenses incurred in that period, Seller will pay Buyer:

the sum of \$ _____ per diem or 1/30 Buyers PITI, including PMI and association fees

Seller will pay the full amount irrespective of the date of vacating the property or Seller will pay only for the days occupied prior to surrendering the keys and vacating the property.

The full reimbursement amount and a damage deposit of \$ _____ will be held in escrow during the occupancy. Seller also liable for Buyer's actual and reasonable expenses incurred as a result of a holdover by Seller. The escrowed funds will be released to the parties under the terms of an escrow agreement to be signed at closing.

26. **Title Insurance:** Seller will provide a standard ALTA owner's policy of title insurance with without standard exceptions (at no additional cost to Seller or Buyer) along with any title affidavit required by the title company. Buyer will provide any mortgage report required by the title company for removing standard exceptions or for issuance of the mortgage title insurance policy. Any special exception will be subject to Buyer's approval. Monetary encumbrances not assumed by Buyer will be paid by Seller by closing.

27. **Notices:** Offers, counteroffers, acceptances and notices required by this contract delivered in person, by mail, fax, email, scan, and other electronic methods of transmission with verifiable signatures will be binding. Electronic signatures and initials are valid and binding upon the parties as if the original signature or initials were present in the documents in the handwriting of each party. Definitions of delivery follow: personal delivery shall mean the time that the recipient receives the notice; delivery by mail shall be one day after the notice is mailed; for email, scan, and other electronic methods of transmission, delivery shall mean the time that the notice is sent.

28. **Financing:** This contract is contingent upon Buyer qualifying for and obtaining a mortgage commitment as designated below for which Buyer agrees to apply, and cause the appraisal to be ordered, within 7 days of final acceptance.

Conventional Federal Housing Administration (FHA) FHA addendum attached Veterans Administration (VA) VA addendum attached Rural Development (RD) Other Commercial Loan loan commitment in the amount of \$ _____ or 70 % of the sale price.

Buyer will provide evidence of the mortgage application and appraisal order from Buyer's lender within 7 days of final acceptance. If such evidence is not provided in the time frame, Seller may void this contract. Buyer to notify Seller in writing regarding mortgage approval or denial by _____ or within _____ days of final acceptance or this contingency will be deemed waived.

29. **Buyer** **does** **does not acknowledge receipt of the Seller's Disclosure. Buyer acknowledges having been advised to have the property inspected.**

30. **Inspections:** This contract is contingent upon Buyer's satisfaction with inspections of Buyer's choice and at Buyer's expense. Buyer shall have the option for _____ days from final acceptance to have the property inspected. Seller shall make the premises reasonably available for inspections. This contingency includes, but is not limited to, inspections for radon, pests, mold, sewer line, square footage, construction, mechanical, electrical, structural, architectural, survey, asbestos and any other inspection Buyer may deem appropriate for Buyer's intended use of the property. Buyer agrees to restore the property to its prior condition after any inspections or tests.

BUYER'S INITIALS

SELLER'S INITIALS



RE: THE PROPERTY KNOWN AS: 333 W Cortland, Jackson, MI 49203
(STREET) (CITY) (ZIP)

The inspection contingency shall be deemed waived unless Buyer objects during the time period permitted for the inspection(s). If Buyer is not satisfied with the result of any inspection, Buyer may declare this contract null and void, or notify Seller, in writing, during the time frame for the inspection(s), of defect(s) identified during the inspection(s). If Seller is so notified, Seller will have 0 days to notify Buyer, in writing, of Seller's willingness to correct the defect(s), credit the Buyer a sum of money at closing, or reduce the sale price. Upon receipt of notice from Seller, or after the expiration of the number of days stated above, if Seller has not responded, Buyer will have 0 days to accept any offer made by Seller, declare the contract null and void, or declare in writing that Buyer will purchase the property in its as-is condition. If no election is made during this time period, and until such election is made, the contract is voidable by either party.

31. Lead-based paint inspection: Under Federal regulations, Buyer has a 10 day (or other agreed upon period of time) opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards on residential housing built before 1/1/1978.

Buyer elects to have a lead-based paint or lead-based paint hazard inspection of the property at Buyer's expense, resulting in a report satisfactory to Buyer. This contingency will be deemed waived if no objection is made by Buyer within _____ days of final acceptance.

Buyer waives the opportunity to conduct a risk assessment, or inspection for the presence of lead-based paint or lead-based paint hazards.

32. Well and septic inspection contingencies:

The property is located in a municipality which requires health department approval of on-site septic systems and/or well water, Seller agrees to order the inspection within _____ days of final acceptance. Seller will provide Buyer with copies of all evaluation reports and approvals required by local government authority within _____ days of final acceptance. This contingency will be deemed waived if no objection is made by Buyer within _____ days from the date of receipt of the documents by Buyer.

The property is located in a municipality which does not require health department approval of on-site septic systems and/or well water. This contract is contingent upon Buyer approval of a well and septic inspection of the property by a qualified inspector, at the expense of Seller Buyer. This contingency will be deemed waived if no objection is made by Buyer within _____ days of final acceptance.

33. Attorney Approvals: The following contingencies will be deemed waived if no objection is made during the time frame.

Approval of contract by Seller's attorney within _____ days from final acceptance.

Approval of contract by Buyer's attorney within _____ days from final acceptance.

Approval of current commitment for an Owner's policy of title insurance and associated recorded documents by Buyer's attorney within _____ days from its receipt by Buyer. Waiver of this contingency will be subject to any substantive revisions to the title commitment and to a mortgage report/stake survey, if any, showing any objectionable encroachments.

Approval of condominium, association or cooperative documents by Buyer's attorney within _____ days of their receipt by Buyer or Buyer's attorney. Documents will be provided by Seller at Seller's expense within _____ days of final acceptance. For purposes of this paragraph, condominium documents shall include: master deed, bylaws, minutes from most recent annual meeting, current financial statements, annual budget, and disclosure of any and all fees payable to the association at the time of sale.

34. Private Road: The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body.

35. Sale of Buyer's property: This contract is contingent upon successful completion of the following regarding the property at _____

The following contingencies will be deemed waived unless Buyer notifies Seller within the time frame set forth below of Buyer's inability to perform.

Obtaining a signed sales contract on Buyer's property within _____ days of final acceptance.

Obtaining a non-contingent signed sales contract on said property within _____ days of final acceptance.

Closing on the sale of above property within _____ days of final acceptance.

Buyer agrees to list said property with a REALTOR, enter the listing into the local Multiple Listing Service, and make the property available for showings within _____ days from the date of final acceptance.

After Buyer has removed or waived all of the contingencies regarding the sale of Buyer's property, Buyer will be in default if Buyer's mortgage is not approved because of failure to sell said property.

BUYER'S INITIALS

SELLER'S INITIALS



RE: THE PROPERTY KNOWN AS: 333 W Cortland, Jackson, MI 49203
(STREET) (CITY) (ZIP)

36. Limited time clause: If this contract is contingent upon the sale of Buyer's property, Buyer acknowledges that this property is not being taken off the market by this contract. If a back-up contract is accepted on this property prior to removal of all contingencies regarding the sale of Buyer's property, Buyer will have _____ days from receipt of Seller's written notification to Buyer to remove all the contingencies regarding the sale of said property and provide written verification from lender that Buyer does not need to sell said property in order to obtain financing for this property. If these requirements are not met this contract becomes null and void.

37. Back-up contract: This contract is secondary to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Buyer of written notification. Seller agrees to notify Buyer in writing within two days of dissolution of the first contract. For purposes of computing time limits, the date of final acceptance of this contract as primary shall be deemed the date on which the Buyer receives written notice. Buyer may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.

38. Binding contract and assignment: This contract binds Buyer, Seller, their heirs and personal representatives. Should Buyer assign this contract without Seller's written permission, Buyer will remain personally liable for the performance of the contract. Unless modified or waived in writing, all covenants, warranties, and representations contained herein will survive the closing.

39. Default: If Buyer defaults, Seller may elect to claim the earnest money as liquidated damages. If either Seller or Buyer defaults, the damaged party may pursue any legal and equitable remedies. TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.

sold via quit claim deed. no tax proration. seller will not complete any repairs to home, sold as is.

Buyer:

Seller:

<p>Date: _____</p> <p><i>Mariah LeRolland-Wagner</i></p> <p>dotloop verified 05/23/21 7:41 PM EDT KQBP-X2FS-SUJM-R3DP</p>	<p>Date: _____</p> <p>_____</p>
<p>Date: _____</p> <p><i>Malcolm Bambling</i></p> <p>dotloop verified 05/23/21 8:49 PM EDT AUCR-KYBL-DYZN-ONXM</p>	<p>Date: _____</p> <p>_____</p>

41. Final Acceptance: Buyer Seller accepts this offer as written. All terms and conditions have been agreed upon.

Date: _____

Date: _____

The next day following the date of delivery of the final acceptance will be deemed "Day 1" for contingency time frames.



Seller's Disclosure Statement

Property address: 160 West Prospect Street, Jackson, MI 49203
Street

MICHIGAN
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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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:

- Basement/Crawlspace:** Has there been evidence of water? unknown yes no
If yes, please explain: _____
- Insulation:** Describe if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
- Roof:** Leaks? _____
Approximate age if known: _____
- Well:** Type of well (depth/diameter, age and repair history, if known): NO well
Has the water been tested? _____ yes no
If yes, date of last report/results: _____
- Septic tanks/drain fields:** Condition if known: _____
- Heating system:** Type/approximate age: Forced air / 20 yrs

BUYERS INITIALS		
SELLERS INITIALS	JH	

05/23/21 7:44 PM EDT dotloop verified	05/23/21 8:49 PM EDT dotloop verified

Property address: 160 West Prospect Street, Jackson, MI 49203

MICHIGAN

Street

City, Village, or Township

7. Plumbing system: Type: copper galvanized other

Any known problems? _____

8. Electrical system: Any known problems? _____

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 yes no

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? unknown yes no

12. Mineral Rights: Do you own the mineral rights? unknown 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 yes no
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown 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 yes no
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown yes no
5. Settling, flooding, drainage, structural, or grading problems? unknown yes no
6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no
7. Any underground storage tanks? unknown yes no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? unknown yes no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
10. Any outstanding municipal assessments or fees? unknown yes no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Seller has no knowledge

of paper

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 Malcolm Bambling dotloop verified 05/23/21 8:49 PM EDT UR03-27JE-QQML-F5H9
Buyer Mariah LeRolland-Wagner dotloop verified 05/23/21 7:44 PM EDT Z2BR-ZDMH-UJX-QZFG

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: 160 West Prospect 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 paint 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: 5/11/21 (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: Rich Cook dotloop verified
05/11/21 7:08 PM EDT
JN7K-E7BH-8WWN-BWB3

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)

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.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: June 8th, 2021

SUBJECT: Approve the sale of City owned property located at 301 Bates St, for \$30,000.

Recommendation: Approve the sale of City owned property located at 301 Bates , 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: June 8th, 2021

RECOMMENDATION: Approve the sale of City owned property located at 301 Bates St, for \$30,000.

SUMMARY

The City of Jackson owns real property located at 301 Bates St. This property was placed on the MLS by Real Estate Agent Rich Cook. On May 21th, 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 10th, 2021.

BUDGETARY CONSIDERATIONS

Total project cost associated with property cleanout, personnel time, maintenance, and real estate cost/fees \$9,797.42. Sale price \$30,000. Revenue generated \$20,202.59. Upon sale the property will be placed back on the tax roll.

HISTORY, BACKGROUND and DISCUSSION

Property located at 301 Bates St 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 21th, 2021 the Sellers Agent Richard Cook received an offer to purchase 301 Bates St from the Buyer's Agent Vikki Pudil of ERA Reardon Realty for the amount of \$30,000. Should Council agree to accept the bid amount, the closing is set on or before June 10th, 2021.

POSITIONS

ATTACHMENTS: Purchase agreement, cost calculation and Real Estate Net sheet.

301 Bates

PIN# 8-027400000

G/L: 101-571-000-818.571 (Expenses) \ #101-571-000-673.000 (Revenue Deposit)



Sales Price \$	30,000.00
Est. Project Cost * \$	9,797.42
Net Sale \$	20,202.59

Contracts	Cost	Pd to Date	Remaining Balance
Mohawk Clean-up Services est.	\$ 2,500.00	\$ -	\$ 2,500.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Mohawk	\$ 2,500.00	\$ -	\$ 2,500.00
			\$ -
Subtotal Contract Amount(s)	\$ 2,500.00	\$ -	\$ 2,500.00

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	2.00	\$ 96.68
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 3 - 2017)	\$ 3,117.27	\$ 3,117.27	\$ -
Open Receivables #43001 & #44195 Verified in Building.net 6.4.21	\$ 109.45	\$ -	\$ 109.45
Open Utility 2017 Account# 307724300	\$ 199.32	\$ -	\$ 199.32
Open DPW Invoices/Misc Receivables N/A Verified in Building.net 6.4.21	\$ -	\$ -	\$ -
Net Real Estate Fees est.	\$ 2,941.00	\$ -	\$ 2,941.00
Subtotal Additional Cost	\$ 7,297.42	\$ 3,547.65	\$ 3,749.77

	Cost	Pd to Date	Remaining Balance Still Outstanding
Total Project Cost	\$ 9,797.42	\$ 3,547.65	\$ 6,249.77

PURCHASE AGREEMENT

Property Address 301 Bates Street, Jackson, MI 49202

Listing Office: ERA Reardon Realty
 Office License #: _____
 Phone: _____ Fax: _____
 Listing Agent: Richard Cook
 Listing Agent License #: _____
 Phone: _____ Fax: _____
 Email: cook087@msn.com

Selling Office: ERA Reardon Realty
 Office License #: _____
 Phone: _____ Fax: _____
 Selling Agent: Vikki Pudil
 Selling Agent License # 6501207831
 Phone: 517 740-4572 Fax: _____
 Email: vikkipudil@comcast.net

Seller's Agent Dual Agent Transaction Coord. Seller's Agent Buyer's Agent Dual Agent Transaction Coord.

1. **THIS** offer made at 8:00 AM/PM 05/21/2021 between (Buyer) jzsa-jzsa Gibson specify marital/legal status: married Address 1102 S. West Ave and Seller City of Jackson
2. **FOR** the purchase of the property commonly known as 301 Bates Street City Jackson Zip 49202 or described as _____ located in the City _____ of Jackson _____, 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** Thirty thousand and 000/100 Dollars \$ 30,000
4. **PERSONAL PROPERTY** – The sale price includes items of personal property as follows: _____ as listing in mls on this date

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 \$ 1000 in the form of ck upon acceptance as earnest money to be held by American Title _____ 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 301 Bates Street, Jackson, MI 49202

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 any avail _____ (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 06/10/2021.

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 \$NA 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 05/18/2021 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
05/22/21
10:38 AM EDT
dottopnverified

Buyer Initials

Seller initials

Seller initials



PURCHASE AGREEMENT

Property Address 301 Bates Street, Jackson, MI 49202

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

10:38 AM EDT
dotloop verified

Buyer Initials

Seller initials

Seller initials



PURCHASE AGREEMENT

Property Address 301 Bates Street, Jackson, MI 49202

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 5:00 pm AM/PM 05/25/2021, 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.

	dotloop verified 05/22/21 10:38 AM EDT WDRG-HW0P-XNDM-TGJ5	
BUYER		BUYER
jzsa-jzsa Gibson Print Buyer's Legal Name		Print Buyer's Legal Name

27. **Seller's Response:** _____ AM/PM

ACCEPT REJECT ACCEPT AS FOLLOWS: Sold by quit claim deed.no tax proration.seller will not complete any repairs, sold as is. close by 6/30/21

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

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